

Romeos Retail Group Enterprise Agreement 2018 – Detailed comparison against the Award

This document provides a detailed comparison between the *General Retail Industry Award 2010 (Award)* and the *Romeos Retail Group Enterprise Agreement 2018*.

KEY:

| | | |
|--------|--------------------|-------|
| BETTER | SAME OR NEUTRAL | WORSE |
|--------|--------------------|-------|

| Topic | General Retail Industry Award 2010 (Award) | Romeos Retail Group Enterprise Agreement 2018 |
|--------------------------|--|--|
| LEAVE WITHOUT PAY | No equivalent provision | <p>37. LEAVE WITHOUT PAY</p> <p>37.1 The Employer may approve a period of unpaid leave, which will not break continuity of employment, at its sole discretion.</p> <p>37.2 Situations in which this may occur include (but are not necessarily limited to):</p> <ul style="list-style-type: none"> ▪ an Employee who is studying and requires time to attend exams; ▪ an Employee who wishes to travel overseas or interstate for an extended period; ▪ an Employee who requires extended time off to care for a sick or injured close relative; ▪ an Employee who wishes to return to studies on a full-time basis. <p>37.3 Any leave taken in accordance with this clause will be subject to the following:</p> <ul style="list-style-type: none"> ▪ mutual agreement; ▪ a maximum period of two (2) months; ▪ all other appropriate leave entitlements and accrued time off in lieu (including RDO's) must be exhausted. <p>37.4 Where a full-time or part-time Employee proceeds on authorised unpaid leave of absence of one (1) week's duration or more, all entitlements to annual leave, sick leave, or long service leave will not accrue, and will recommence on to the date of returning from such leave.</p> |

| | | |
|----------------------------------|--|---|
| | | 37.5 Authorised leave of absence will not break continuity of service. |
| BLOOD DONOR LEAVE | No equivalent provision | <p>34. BLOOD DONOR LEAVE</p> <p>34.1 A full-time Employee who is absent during ordinary working hours for the purpose of donating blood will be paid their Ordinary Hourly Rate of pay for the duration of his/her attendance at a recognized place, for donating blood, to a maximum of two (2) hours on each occasion and subject to a maximum of 4 separate absences each calendar year.</p> <p>34.2 The Employee will arrange for the absence to be on a day suitable to the Employer and the absence will be as close as possible to the beginning or ending of the Employee's ordinary working hours.</p> <p>34.3 Proof of attendance of the Employee at a recognised place for the purpose of donating blood and the duration of such attendance will be furnished to the satisfaction of the Employer.</p> <p>34.4 The Employee will notify the Employer as soon as possible of time and date upon which the Employee is requesting permission to be absent for the purpose of donating blood.</p> |
| ABANDONMENT OF EMPLOYMENT | No equivalent provision | <p>16. ABANDONMENT OF EMPLOYMENT</p> <p>16.1 The absence of an employee from work for a continuous period exceeding three (3) working days, without the consent of the Employer and without notification to the Employer, will be prima facie evidence that the Employee has abandoned their employment.</p> <p>16.2 Where permitted by the Fair Work Act if, within a period of fourteen (14) days from an Employee's last attendance at work, or the date of their last absence in respect of which notification has been given or consent has been granted, an Employee has not established to the satisfaction of their Employer that they were absent for reasonable cause, the Employee will be deemed to have abandoned their employment.</p> |
| Title | [cl 1] This award is the General Retail Industry Award 2010. | <p>1. TITLE</p> <p>This Agreement will be known as the Romeo's Retail Group Enterprise Agreement 2018.</p> |

| | | |
|--|--|---|
| <p>Commencement and transitional</p> | <p>[cl 2.1] This award commences on 1 January 2010.</p> <p>[cl 2.2] The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.</p> <p>[cl 2.3] This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:</p> <ul style="list-style-type: none"> - minimum wages and piecework rates - casual or part-time loadings - Saturday, Sunday, public holiday, evening or other penalties - shift allowances/penalties. <p>[cl 2.4] Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p>[cl 2.5] The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p>[cl 2.6] The Fair Work Commission may review the transitional arrangements:</p> <ul style="list-style-type: none"> (a) on its own initiative; or (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate. | <p>4. DURATION OF AGREEMENT</p> <p>This Agreement will commence operation seven (7) days after approval by the Fair Work Commission. This Agreement will have a nominal expiry date of 1 June 2021.</p> |
| <p>Definitions and interpretation</p> | <p>[cl 3.1] In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship</p> <p>agreement-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>award-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> | <p>8. DEFINITIONS</p> <p>Whenever the following words or expressions are used in this Agreement, they will have the meaning set out in this clause.</p> <p>8.1 Shop Assistant is a position classification for an Employee engaged in or about the supermarket or store in all or any of the following classes of work:</p> <ul style="list-style-type: none"> (a) weighing, price marking, wrapping and/or dispatching of goods and slicing meat for the purpose of service in the service deli; (b) replenishing and/or maintaining stocks of goods, including stock fillers; |

| | | |
|--|---|---|
| | <p>community pharmacy means any business conducted by the employer in premises:</p> <p>(i) that are registered under the relevant State or Territory legislation for the regulation of pharmacies; or</p> <p>(ii) are located in a State or Territory where no legislation operates to provide for the registration of pharmacies;</p> <p>and</p> <ul style="list-style-type: none"> - that are established either in whole or in part for the compounding or dispensing of prescriptions or vending any medicines or drugs; and - where other goods may be sold by retail <p>default fund employee means an employee who has no chosen fund within the meaning of the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p>defined benefit member has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p>Division 2B State award has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>Division 2B State employment agreement has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>employee means national system employee within the meaning of the Act</p> <p>employer means national system employer within the meaning of the Act</p> <p>enterprise award-based instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>exempt public sector superannuation scheme has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p>fast food operations means taking orders for and/or preparation and/or sale and/or delivery of:</p> <ul style="list-style-type: none"> - meals, snacks and/or beverages, which are sold to the public primarily to be consumed away from the point of sale; and/or - take away foods and beverages packaged sold or served in such a manner as to allow their being taken from the point of sale to be consumed elsewhere should the customer so decide; and/or - food and/or beverages in food courts and/or in shopping centres and/or in retail complexes, excluding coffee shops, cafes, bars and restaurants providing primarily a sit down service inside the catering establishment | <ul style="list-style-type: none"> (c) generally assisting on the floor of the shop or shop assistant (as defined); and (d) making direct sales to the public and in doing so accepting payment for goods sold. <p>8.2 Clerical Assistant means an employee accountable for basic clerical and office tasks under closer direction using established practices procedures and instructions. Employees at this level may include new recruits with limited relevant experience. Duties may include reception, switchboard, maintaining records (financial or otherwise), use of software packages and/or creating and maintaining financial summaries and reports.</p> <p>8.3 Clerk means an employee who has achieved a standard to be able to perform specialised or nonroutine tasks or features of the work. Employees at this level will require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgement in carrying out their assigned duties. Duties may include preparing basic financial reports, providing specialised advice, and using specialised computer software packages to create or maintain records and prepare reports I</p> <p>8.4 Baker means an employee who holds a relevant trade qualification as a baker and is required to utilise the skills of that trade qualification for the majority of the time in a week.</p> <p>8.5 Employee or Employees means an employee or employees employed by any one or more of the Employers listed in Schedule D of this Agreement in any of the classifications named and defined in this Agreement.</p> <p>8.6 Employer means The Romeo’s Retail Group which currently comprises the companies listed in Schedule F of this Agreement.</p> <p>8.7 Fair Work Act means the <i>Fair Work Act 2009</i> (Cth).</p> <p>8.8 NES means the National Employment Standards set out in Part 2-2 of the Fair Work Act.</p> <p>8.9 Ordinary Hours of Work are as set out in clause 23.1 of this Agreement.</p> <p>8.10 Supervisor is a person in charge of Employees who directs the performance of their work and who is in turn responsible to the manager of the department.</p> <p>8.11 Ordinary Weekly Rate means the weekly rate of pay set out in clause 19 and Schedule A of this Agreement for ordinary hours worked and does not include any additional amounts, including but not limited to overtime rates, penalty rates, loadings, leave loading or allowances.</p> <p>8.12 Ordinary Hourly Rate means the Ordinary Weekly Rate, divided by thirty-eight (38),</p> |
|--|---|---|

| | | |
|--|---|--|
| | <p>general retail industry means the sale or hire of goods or services to final consumers for personal, household or business consumption including:</p> <ul style="list-style-type: none"> - food retailing, supermarkets, grocery stores; - department stores, clothing and soft goods retailing; - furniture, houseware and appliance retailing; - recreational goods retailing; - personal and household goods retailing; - household equipment repair services; - bakery shops, where the predominant activity is baking products for sale on the premises; <p>and includes:</p> <ul style="list-style-type: none"> - customer information and assistance provided by shopping centres or retail complexes; - labour hire employees engaged to perform work otherwise covered by this award; <p>and</p> <ul style="list-style-type: none"> - newspaper delivery drivers employed by a newsagent, <p>but does not include:</p> <ul style="list-style-type: none"> - community pharmacies; - pharmacies in hospitals and institutions providing an in-patient service; - hair and beauty establishments; - hair and beauty work undertaken in the theatrical, amusement and entertainment industries; - stand-alone butcher shops; - stand-alone nurseries; - retail activities conducted from a manufacturing or processing establishment other than seafood processing establishment; - clerical functions performed away from the retail establishment; - warehousing and distribution; - motor vehicle retailing and motor vehicle fuel and parts retailing; - fast food operations; - restaurants, cafes, hotels and motels; or - building, construction, installation, repair and maintenance contractors engaged to perform work at a retail establishment <p>MySuper product has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p>NES means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</p> <p>on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client</p> <p>Shop with Departments/Sections means any shop which has clearly distinguishable Departments or Sections. A department or Section will have a dedicated Department or Section Manager and at least 3 subordinate employees who work solely or predominantly in that section</p> | <p>and rounded off to the nearest whole cent.</p> <p>8.13 Union means the Shop, Distributive and Allied Employees' Association.</p> |
|--|---|--|

| | | |
|------------------------|---|---|
| | <p>standard rate means the minimum weekly wage for a Retail Employee Level 4 in clause 17—Minimum weekly wages. Where an allowance is provided for on an hourly basis, a reference to standard rate means 1/38th of the weekly wage referred to above</p> <p>transitional minimum wage instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>video shop means any business conducted by the employer in premises where the primary function is the hire of videos, DVDs or electronic games to the public</p> <p>[cl 3.2] Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> | |
| <p>Coverage</p> | <p>[cl 4.1] This industry award covers employers throughout Australia in the general retail industry and their employees in the classifications listed in clause 16—Classifications to the exclusion of any other modern award. The award does not cover employers covered by the following awards:</p> <ul style="list-style-type: none"> - the <i>Fast Food Industry Award 2010</i>; - the <i>Meat Industry Award 2010</i>; - the <i>Hair and Beauty Industry Award 2010</i>; or - the <i>Pharmacy Industry Award 2010</i>. <p>[cl 4.2] The award does not cover an employee excluded from award coverage by the Act.</p> <p>[cl 4.3] The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>[cl 4.4] The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>[cl 4.5] This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>[cl 4.6] This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p> <p>[cl 4.7] Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work</p> | <p>3. COVERAGE AND PERSONS BOUND</p> <p>This Agreement applies to the Romeo’s Retail Group (which currently comprises of the companies listed in Schedule F) and its Employees, excluding those employed as:</p> <ul style="list-style-type: none"> 3.1 Department Manager; 3.2 Assistant Department Manager; 3.3 Assistant Store Manager; 3.4 Store Manager; 3.5 Any other managerial position; 3.6 Butcher Tradesperson; 3.7 Butcher Apprentice; or 3.8 Meat Packer working solely in the Meat Department. <p>For clarity, this Agreement applies to Clerks and Clerical Assistants employed to work in or around office facilities located at the retail store presently located at North Adelaide. This Agreement does not apply to any other clerks or clerical assistants.</p> <p>A copy of this Agreement and the NES will be made available in each store.</p> |

| | | |
|--------------------------------|---|--|
| | <p>performed by the employee and to the environment in which the employee normally performs the work.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.</p> | |
| Access to award and NES | [cl 5] Must be easily available. Either on a noticeboard or prominent location or through electronic means, whichever makes them more accessible. | <p>3.</p> <p>A copy of this Agreement and the NES will be made available in each store.</p> |
| NES | [cl 6] The NES and this award contain the minimum conditions of employment for employees covered by this award. | <p>7. NATIONAL EMPLOYMENT STANDARDS</p> <p>This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency</p> |
| Award Flexibility | <p>7. Individual flexibility arrangements</p> <p>[Varied by PR994449, PR542124; renamed and substituted by PR610161 ppc 01Nov18]</p> <p>7.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:</p> <ul style="list-style-type: none"> (a) arrangements for when work is performed; or (b) overtime rates; or (c) penalty rates; or (d) allowances; or (e) annual leave loading. <p>7.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.</p> <p>7.3 An agreement may only be made after the individual employee has commenced employment with the employer.</p> <p>7.4 An employer who wishes to initiate the making of an agreement must:</p> | <p>42. FLEXIBILITY TERM</p> <p>42.1 Notwithstanding any other provision of this Agreement, an Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual Employee. The terms the Employer and the individual Employee may agree to vary the application of, are those concerning:</p> <ul style="list-style-type: none"> 42.1.1 arrangements for when work is performed; 42.1.2 overtime rates; 42.1.3 penalty rates; 42.1.4 allowances; and 42.1.5 leave loading. <p>42.2 The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.</p> <p>42.3 The agreement between the Employer and the individual Employee must:</p> <ul style="list-style-type: none"> 42.3.1 be confined to a variation in the application of one or more of the terms listed in clause 42.1; and |

| | | |
|--|--|--|
| | <p>(a) give the employee a written proposal; and</p> <p>(b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.</p> <p>7.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.</p> <p>7.6 An agreement must do all of the following:</p> <p>(a) state the names of the employer and the employee; and</p> <p>(b) identify the award term, or award terms, the application of which is to be varied; and</p> <p>(c) set out how the application of the award term, or each award term, is varied; and</p> <p>(d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and</p> <p>(e) state the date the agreement is to start.</p> <p>7.7 An agreement must be:</p> <p>(a) in writing; and</p> <p>(b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.</p> <p>7.8 Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.</p> <p>7.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.</p> <p>7.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.</p> <p>7.11 An agreement may be terminated:</p> <p>(a) at any time, by written agreement between the employer and the employee; or</p> | <p>42.3.2 result in the Employee being better off overall at the time the arrangement was entered into than the Employee would have been if no individual flexibility agreement had been agreed to.</p> <p>42.4 The agreement between the Employer and the individual Employee must also:</p> <p>42.4.1 be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;</p> <p>42.4.2 state each term of this Agreement that the Employer and the individual Employee have agreed to vary;</p> <p>42.4.3 detail how the application of each term has been varied by agreement between the Employer and the individual Employee;</p> <p>42.4.4 detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and</p> <p>42.4.5 state the date the agreement commences to operate.</p> <p>42.5 The Employer must give the individual Employee a copy of the agreement and keep the agreement as a time and wages record.</p> <p>42.6 Except as provided in clause 42.4.1 the agreement must not require the approval or consent of a person other than the Employer and the individual Employee.</p> <p>42.7 An Employer seeking to enter into an agreement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.</p> <p>42.8 The agreement may be terminated:</p> <p>42.8.1 by the Employer or the individual Employee giving written notice of termination in accordance with section 203(6) of the Fair Work Act to the other party and the agreement ceasing to operate at the end of the notice period; or</p> <p>42.8.2 at any time, by written agreement between the Employer and the individual Employee.</p> <p>42.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an Employer and an individual Employee contained in any other term of this Agreement.</p> |
|--|--|--|

| | | |
|---|---|---|
| | <p>(b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).</p> <p>Note: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the Act).</p> <p>7.12 An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.</p> <p>7.13 The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.</p> | |
| <p>Consultation regarding major workplace change</p> | <p>8. Consultation about major workplace change</p> <p>[8—Consultation regarding major workplace change renamed and substituted by PR546288, 8—Consultation renamed and substituted by PR610161 ppc 01Nov18]</p> <p>8.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:</p> <p>(a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and</p> <p>(b) discuss with affected employees and their representatives (if any):</p> <p>(i) the introduction of the changes; and</p> <p>(ii) their likely effect on employees; and</p> <p>(iii) measures to avoid or reduce the adverse effects of the changes on employees; and</p> <p>(c) commence discussions as soon as practicable after a definite decision has been made.</p> | <p>41. CONSULTATION</p> <p>Major workplace change</p> <p>41.1 Employer to notify</p> <p>41.1.1 Where an Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer must notify the Employees who may be affected by the proposed changes and their representatives, if any.</p> <p>41.1.2 Significant effects include termination of employment; major changes in composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.</p> <p>41.2 Employer to discuss change</p> <p>41.2.1 The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 41.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on</p> |

| | | |
|--|--|---|
| | <p>8.2 For the purposes of the discussion under clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:</p> <ul style="list-style-type: none"> (a) their nature; and (b) their expected effect on employees; and (c) any other matters likely to affect employees. <p>8.3 Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.</p> <p>8.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.1(b).</p> <p>8.5 In clause 8:</p> <p>significant effects, on employees, includes any of the following:</p> <ul style="list-style-type: none"> (a) termination of employment; or (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or (c) loss of, or reduction in, job or promotion opportunities; or (d) loss of, or reduction in, job tenure; or (e) alteration of hours of work; or (f) the need for employees to be retrained or transferred to other work or locations; or (g) job restructuring. <p>8.6 Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.</p> <p>8A. Consultation about changes to rosters or hours of work</p> <p>[8A inserted by PR610161_ppc_01Nov18]</p> <p>8A.1 Clause 8A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.</p> | <p>Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.</p> <p>41.2.2 The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 41.1.</p> <p>41.2.3 For the purposes of such discussion, the Employer must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that no Employer is required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.</p> <p style="text-align: center;">SCHEDULE E - CONSULTATION</p> <p>(1) This term applies if the employer:</p> <ul style="list-style-type: none"> (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees. <p><i>Major change</i></p> <p>(2) For a major change referred to in paragraph (1)(a):</p> <ul style="list-style-type: none"> (a) the employer must notify the relevant employees of the decision to introduce the major change; and (b) subclauses (3) to (9) apply. <p>(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.</p> <p>(4) If:</p> <ul style="list-style-type: none"> (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and (b) the employee or employees advise the employer of the identity of the representative; <p>the employer must recognise the representative.</p> |
|--|--|---|

| | | |
|--|--|--|
| | <p>8A.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).</p> <p>8A.3 For the purpose of the consultation, the employer must:</p> <p>(a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and</p> <p>(b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.</p> <p>8A.4 The employer must consider any views given under clause 8A.3(b).</p> <p>8A.5 Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.</p> | <p>(5) As soon as practicable after making its decision, the employer must:</p> <p>(a) discuss with the relevant employees:</p> <p>(i) the introduction of the change; and</p> <p>(ii) the effect the change is likely to have on the employees; and</p> <p>(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and</p> <p>(b) for the purposes of the discussion—provide, in writing, to the relevant employees:</p> <p>(i) all relevant information about the change including the nature of the change proposed; and</p> <p>(ii) information about the expected effects of the change on the employees; and</p> <p>(iii) any other matters likely to affect the employees.</p> <p>(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.</p> <p>(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.</p> <p>(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.</p> <p>(9) In this term, a major change is likely to have a significant effect on employees if it results in:</p> <p>(a) the termination of the employment of employees; or</p> <p>(b) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or</p> <p>(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or</p> <p>(d) the alteration of hours of work; or</p> <p>(e) the need to retrain employees; or</p> <p>(f) the need to relocate employees to another workplace; or</p> <p>(g) the restructuring of jobs.</p> |
|--|--|--|

Consultation about changes to rosters or hours of work

Schedule E

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees** means the employees who may be affected by a change referred to in subclause (1).

| | | |
|----------------------------------|--|--|
| | | |
| <p>Dispute Resolution</p> | <p>9. Dispute resolution</p> <p>[Varied by PR994449, PR542124; substituted by PR610161 ppc 01Nov18]</p> <p>9.1 Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.</p> <p>9.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.</p> <p>9.3 If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.</p> <p>9.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.</p> <p>9.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.</p> <p>9.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.</p> <p>9.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.</p> <p>9.8 While procedures are being followed under clause 9 in relation to a dispute:</p> <p>(a) work must continue in accordance with this award and the Act; and</p> <p>(b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.</p> <p>9.9 Clause 9.8 is subject to any applicable work health and safety legislation.</p> | <p>40. GRIEVANCE PROCEDURE</p> <p>40.1 A grievance between an Employee and the Employer about matters arising under this Agreement or the NES should be discussed at the first instance between the Employee and the Employee’s line manager.</p> <p>40.2 If the matter is not settled, the Employee may raise the matter with the relevant Store Manager/Store Supervisor.</p> <p>40.3 If the matter is not settled the Employee may raise the matter with the Human Resources Manager at Head Office.</p> <p>40.4 If the matter still cannot be resolved either party may refer it to the Fair Work Commission, (subsequently referred to as “FWC”) for conciliation, so long as the matter in dispute is not about whether the Employer had reasonable business grounds under the NES as concerns requests for flexible working arrangements, or extensions to periods of unpaid parental leave.</p> <p>40.5 After all reasonable attempts to settle the matter (as permitted by this clause) by conciliation have failed, the parties may, proceed to arbitration. If arbitration is necessary, the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.</p> <p>40.6 If all parties agree to have the dispute arbitrated in accordance with this clause, the decision of the member of FWC will bind the parties, subject to either party exercising a right of appeal available under the Fair Work Act.</p> <p>40.7 It is a term of this Agreement that while the grievance resolution procedure is being conducted, work will continue as normal before the dispute arose, unless;</p> <p>(i) an Employee has a reasonable concern about an imminent risk to his or her health or safety, and;</p> <p>(ii) the Employee has not unreasonably failed to comply with a direction by the Employer to perform other available work, whether at the same or another workplace that was safe and appropriate for the Employee to perform.</p> <p>40.8 An Employee is entitled to be represented at any stage of this grievance procedure.</p> <p>Note that the status quo applies while the dispute is being settled</p> |

| | | |
|-------------------------------------|---|--|
| <p>Employment Categories</p> | <p>[cl 10] Employment categories</p> <p>[cl 10.1] Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> - full-time employees; - part-time employees; or - casual employees. <p>[cl 10.2] At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.</p> | <p>9. CONTRACT OF HIRING</p> <p>9.1 Upon engagement, an Employee will be informed by his or her relevant Employer of their type of employment, which will be permanent full-time, permanent part-time or casual.</p> <p>9.2 The six (6) month probationary period as set out in clause 10 of this Agreement will be agreed with the Employee prior to their engagement.</p> <p>9.3 Upon engagement, or anytime thereafter, any Employee who is requested to do so must provide the Employer with reasonable proof of age, proof of ability to work in Australia and/or proof of identification.</p> <p>9.4 The hours of work for casual Employees will be noted on the fortnightly roster and will vary depending on the operational requirements of the Employer.</p> <p>9.5 An Employee not attending for work, except as provided elsewhere in this Agreement or where permitted by the Fair Work Act, will not be provided with payment for the time of any non-attendance.</p> |
| <p>Full-time employees</p> | <p>[cl 11] An employee who is engaged to work an average of 38 hours per week.</p> | <p>11. FULL-TIME EMPLOYEES</p> <p>11.1 A full-time employee will be rostered for an average of thirty-eight (38) hours per week, worked in any of the following forms, or by agreement over a longer period:</p> <ul style="list-style-type: none"> ▪ 38 hours in one (1) week; ▪ 76 hours in two (2) consecutive weeks; ▪ 114 hours in three (3) consecutive weeks; or ▪ 152 hours in four (4) consecutive weeks. <p>11.2 Any time worked in accordance with clause 11.1 is considered ordinary time and overtime will not be payable. However, it is agreed that the maximum ordinary hours worked in any one (1) week by an Employee will not exceed forty-eight (48).</p> <p>11.3 A full-time Employee will be rostered to work for a minimum of four (4) hours on a day on which they are rostered, but no more than nine (9) ordinary hours on any one day provided that for one day per week an employee can be rostered for eleven (11) hours</p> |
| <p>Part-time employees</p> | <p>[cl 12.1] A part-time employee is an employee who:</p> <ul style="list-style-type: none"> (a) works less than 38 hours per week; and (b) has reasonably predictable hours of work. | <p>12. PART-TIME EMPLOYEES</p> <p>12.1 Permanent Employees that are specifically and regularly engaged for an agreed number of hours less than thirty-eight (38) per week will be deemed to be part-time Employees.</p> |

| | | |
|--|--|--|
| | <p>[cl 12.2] At the time of first being employed the parties will agree in writing on a regular pattern of work specifying at least:</p> <ul style="list-style-type: none"> - The hours worked each day; - Which days of the week the employee will work; - The actual starting and finishing times of each day; - That any variation will be in writing; - Minimum daily engagement is three hours; and - The times of taking and the duration of meal breaks. <p>[cl 12.3] any variation to the regular pattern of work will be agreed to in writing before the variation occurs.</p> <p>[cl 12.4] The agreement and variation to it will be retained by the employer and a copy given by the employer to the employee.</p> <p>[cl 12.5] An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.</p> <p>[cl 12.6] An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 13.</p> <p>[cl 12.7] A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed. All time worked in excess of the hours as agreed under clause 12.2 or varied under clause 12.3 will be overtime and paid for at the rates prescribed in clause 29.2—Overtime.</p> <p>[cl.12.8]</p> <p>(a) A part-time employee’s roster, but not the agreed number of hours, may be altered by the giving of notice in writing of seven days or in the case of an emergency, 48 hours, by the employer to the employee.</p> <p>(b) The rostered hours of part-time employees may be altered at any time by mutual agreement between the employer and the employee.</p> <p>(c) Rosters will not be changed except as provided in clause 12.8(a) from week to week, or fortnight to fortnight, nor will they be changed to avoid any award entitlements.</p> <p>[cl 12.9] Award entitlements A part-time employee will be entitled to payments in respect of annual leave, public holidays, personal leave and compassionate leave arising under the NES or this award on a proportionate basis. Subject to the provisions contained in this clause all other provisions of the award relevant to full-time employees will apply to part-time employees.</p> <p>[cl 12.10] Conversion of existing employees No full-time or casual employee will be transferred by an employer to part-time employment without the written consent of the employee. Provided that where such transfer occurs all leave entitlements accrued will be deemed to be continuous. A full-time employee who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with the employer and recorded in writing.</p> | <p>12.2 Upon engagement the number of hours, days of work and start and finish times will be agreed in writing. Any variation to these base hours must be in writing.</p> <p>12.3 Part-time Employees will be rostered to work a minimum of ten (10) ordinary hours per week. Subject to a maximum daily engagement of nine (9) ordinary hours on any one day provided that for one day per week an employee can be rostered for eleven (11) hours, part-time Employees can work a maximum of one hundred and fifty two (152) hours in a four (4) week cycle without overtime being payable. The minimum engagement for part-time Employees will be three (3) hours.</p> <p>12.4 Part-time Employees will be paid the appropriate Ordinary Hourly Rate for all hours agreed in accordance with clause 12.1 (plus any penalties in accordance with clause 24).</p> <p>12.5 In addition to working their contract hours as per their standard roster, a part-time Employee can be offered additional hours based on the operational needs of the Employer (additional hours). Additional hours may change with operational needs and are not guaranteed to be offered. The Employee may accept the additional hours on the terms below, or the Employee can decline the additional hours without penalty.</p> <p>12.6 Additional hours are offered on a voluntary basis in addition to the Employee’s existing standard roster, and an Employee may accept additional hours up to a maximum of 38 hours (contract hours + additional hours combined) in any 1 week. The Employee needs to provide their consent to the additional hours in writing before the additional hours are worked.</p> <p>12.7 A part-time Employee can choose to provide standing consent and their personal availability (in writing) in order to work additional hours, provided such standing consent may be varied or revoked by the Employee at any time. Such a variation or revocation in writing may be made by electronic means including by email or via an application. A record of the agreement and any variations to it (including by way of standing consent) will be retained by the Employer and provided to the Employee on request. This may be provided by electronic means as noted above. Any hours work in accordance with this clause will be paid at the Ordinary Hourly Rate plus any applicable penalties.</p> <p>12.8 Additional hours will be paid at the Employee’s base rate of pay and treated as ordinary hours for all other purposes of this Agreement, including any penalty rates or loadings applicable to the hours worked, the payment of superannuation, applicable leave accrual, and for the purposes of allowances and breaks.</p> <p>12.9 A part-time Employee will not be rostered to work a total number of hours (contract hours + additional hours combined) in excess of 152 hours in any 4-week cycle without the payment of overtime rates.</p> <p>12.10 In the event a part-time Employee cannot work any agreed additional hours due to</p> |
|--|--|--|

| | | |
|--------------------------------|---|---|
| | | <p>illness or injury, the Employee is entitled to use accrued personal leave.</p> <p>12.11 Where a part-time employee regularly and systematically works hours in excess of their contracted hours over a period of 12 months, they shall be given the opportunity to increase their contracted hours to reflect the hours that they have been regularly working.</p> <p>12.12 Part-time Employees will be entitled to leave, on a pro-rated basis, in accordance with the provisions of this Agreement. Leave will accrue for all ordinary hours worked.</p> <p>Note:</p> <ul style="list-style-type: none"> • part time employees are guaranteed 10 hours per week • part time employees may be offered additional hours by way of standing consent • part time employees can increase contracted hours to reflect hours worked over a 12 month period |
| <p>Casual Employees</p> | <p>[cl 13.1] A casual employee is an employee engaged as such.</p> <p>[cl 13.2] A casual employee will be paid both the hourly rate payable to a full-time employee and an additional 25% of the ordinary hourly rate for a full-time employee.</p> <p>[cl 13.3] Casual employees will be paid at the termination of each engagement or weekly or fortnightly in accordance with pay arrangements for full-time and part-time employees.</p> <p>[cl 13.4] The minimum daily engagement of a casual is three hours, provided that the minimum engagement period for an employee will be one hour and 30 minutes if all of the following circumstances apply:</p> <p>(a) the employee is a full-time secondary school student; and</p> <p>(b) the employee is engaged to work between the hours of 3.00 pm and 6.30 pm on a day which they are required to attend school; and</p> <p>(c) the employee agrees to work, and a parent or guardian of the employee agrees to allow the employee to work, a shorter period than three hours; and</p> <p>(d) employment for a longer period than the period of the engagement is not possible either because of the operational requirements of the employer or the unavailability of the employee.</p> | <p>13. CASUAL EMPLOYEES</p> <p>13.1 Employees engaged as casual will be deemed to be casual Employees hired by the hour.</p> <p>13.2 The Ordinary Hourly Rate for casual Employees will be the Ordinary Hourly Rate for a permanent Employee of the same classification, plus a casual loading of 25%.</p> <p>13.3 Casual Employees will receive a minimum period of engagement of three (3) hours for each engagement, other than on induction, where a minimum of two (2) hours may apply where the engagement is for training purposes only.</p> <p>13.4 Where a casual employee is notified of the cancellation of their shift with less than two hours' notice, the employee will be entitled to the minimum payment for that shift.</p> <p>13.5 A casual employee who works regular and systematic hours over a period of 12 months may apply to convert to part-time or full-time with their part-time or full-time contract to reflect the hours that they are regularly working. Such application will not be unreasonably refused.</p> <p>NOTE</p> <p>Benefits</p> <ul style="list-style-type: none"> • Payment when shift is cancelled with less than 2 hours notice |

13.5 Right to request casual conversion

[13.5 inserted by [PR700568](#) ppc 01Oct18]

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or

Less beneficial

- EA provides for a 2 hour training shift on induction

| | | |
|--|--|--|
| | <p>(iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.</p> <p>(h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.</p> <p>(i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.</p> <p>(j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:</p> <p>(i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and</p> <p>(ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause Error! Reference source not found..</p> <p>(k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.</p> <p>(l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.</p> <p>(m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.</p> <p>(n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.</p> | |
|--|--|--|

| | <p>(o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.</p> <p>(p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee’s first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.</p> <p>(q) A casual employee’s right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).</p> | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|--------------------------------------|----------------------|--------|--|---------|---|---------|-------------------|---------|--|-------------------------------------|-------------------------|------------------|--------|------------------------------|---------|-------------------------------|---------|------------------|---------|
| <p>Termination of employment</p> | <p>14. Termination of employment</p> <p>[14 substituted by PR610161 ppc 01Nov18] Note: The NES sets out requirements for notice of termination by an employer. See ss.117 and 123 of the Act.</p> <p>14.1 Notice of termination by an employee</p> <p>(a) This clause applies to all employees except those identified in ss.123(1) and 123(3) of the Act.</p> <p>(b) An employee must give the employer notice of termination in accordance with Table 1—Period of notice of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.</p> <table border="1" data-bbox="555 1050 1182 1345"> <caption>Table 1—Period of notice</caption> <thead> <tr> <th>Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given</th> <th>Column 2 Period of notice</th> </tr> </thead> <tbody> <tr> <td>Not more than 1 year</td> <td>1 week</td> </tr> <tr> <td>More than 1 year but not more than 3 years</td> <td>2 weeks</td> </tr> <tr> <td>More than 3 years but not more than 5 years</td> <td>3 weeks</td> </tr> <tr> <td>More than 5 years</td> <td>4 weeks</td> </tr> </tbody> </table> | Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given | Column 2 Period of notice | Not more than 1 year | 1 week | More than 1 year but not more than 3 years | 2 weeks | More than 3 years but not more than 5 years | 3 weeks | More than 5 years | 4 weeks | <p>15. TERMINATION OF EMPLOYMENT</p> <p>15.1 Notice of Termination by Employer</p> <p>15.1.1 In order to terminate the employment of an Employee the Employer will give the Employee the following notice:</p> <table border="1" data-bbox="1193 762 1630 922"> <thead> <tr> <th><i>Period of continuous Service</i></th> <th><i>Period of notice</i></th> </tr> </thead> <tbody> <tr> <td>Less than 1 year</td> <td>1 week</td> </tr> <tr> <td>1 year and less than 3 years</td> <td>2 weeks</td> </tr> <tr> <td>3 years and less than 5 years</td> <td>3 weeks</td> </tr> <tr> <td>5 years and over</td> <td>4 weeks</td> </tr> </tbody> </table> <p>15.1.2 In addition to the notice in subparagraph 15.1.1 above, an Employee over forty-five (45) years of age at the time of the giving of notice, with not less than two (2) years’ continuous service, will be entitled to additional notice of one (1) week.</p> <p>15.1.3 Payment in lieu of the notice prescribed in subparagraphs 15.1.1 and/or 15.1.2 hereof will be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof. The Employer reserves the right to request that an Employee not work out any notice period, regardless of whether that notice is given by the Employee or Employer.</p> <p>15.1.4 In calculating any payment in lieu of notice, the amount payable will be the payments the Employee would have received in respect of the ordinary time the Employee would have worked during the period of notice had employment not been terminated.</p> <p>15.1.5 The period of notice in this clause will not apply in the case of:</p> | <i>Period of continuous Service</i> | <i>Period of notice</i> | Less than 1 year | 1 week | 1 year and less than 3 years | 2 weeks | 3 years and less than 5 years | 3 weeks | 5 years and over | 4 weeks |
| Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given | Column 2 Period of notice | | | | | | | | | | | | | | | | | | | | | |
| Not more than 1 year | 1 week | | | | | | | | | | | | | | | | | | | | | |
| More than 1 year but not more than 3 years | 2 weeks | | | | | | | | | | | | | | | | | | | | | |
| More than 3 years but not more than 5 years | 3 weeks | | | | | | | | | | | | | | | | | | | | | |
| More than 5 years | 4 weeks | | | | | | | | | | | | | | | | | | | | | |
| <i>Period of continuous Service</i> | <i>Period of notice</i> | | | | | | | | | | | | | | | | | | | | | |
| Less than 1 year | 1 week | | | | | | | | | | | | | | | | | | | | | |
| 1 year and less than 3 years | 2 weeks | | | | | | | | | | | | | | | | | | | | | |
| 3 years and less than 5 years | 3 weeks | | | | | | | | | | | | | | | | | | | | | |
| 5 years and over | 4 weeks | | | | | | | | | | | | | | | | | | | | | |

Note: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In paragraph (b) **continuous service** has the same meaning as in s.117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

14.2 Job search entitlement

Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

14.3 The time off under clause 14.2 is to be taken at times that are convenient to the employee after consultation with the employer.

NES Entitlement:

[s 117] Requirement for notice of termination or payment in lieu

Notice specifying day of termination

(1) An employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given).

Note 1: Section 123 describes situations in which this section does not apply.

Note 2: Sections 28A and 29 of the Acts Interpretation Act 1901 provide how a notice may be given. In particular, the notice may be given to an employee by:

- (a) delivering it personally; or
- (b) leaving it at the employee's last known address; or
- (c) sending it by pre-paid post to the employee's last known address.

Amount of notice or payment in lieu of notice

(2) The employer must not terminate the employee's employment unless:

- (a) the time between giving the notice and the day of the termination is at least the period (the **minimum period of notice**) worked out under subsection (3); or
- (b) the employer has paid to the employee (or to another person on the employee's behalf) payment in lieu of notice of at least the amount the employer would have been liable to pay to the employee (or to another person on the employee's behalf) at the full rate of pay

- dismissal for conduct that at common law justifies instant dismissal;
- casual Employees; or
- employees engaged for a specific period of time on a fixed term contract or for a specific task or tasks.

15.2 Notice of Termination by Employee

In order to terminate employment, an Employee will give the Employer the following notice:

| <i>Period of continuous service</i> | <i>Period of notice</i> |
|-------------------------------------|-------------------------|
| Less than one year | 1 week |
| One year and over | 2 weeks |

15.3 Time Off During Notice Period

Where an Employer has given notice of termination to an Employee, the Employee will be allowed up to one (1) day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at a time that is convenient to the Employee and Employer.

15.4 Statement of Employment

The Employer will, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of employment and the classification or type of work performed by the Employee.

15.5 Payment in Lieu

If an Employer makes payments in lieu for a period of notice or part thereof, the period for which the payment is made will be treated as service for the purposes of computing any service-related entitlement of the Employee arising pursuant to this Agreement.

15.6 Where the employment of an Employee is terminated in accordance with the notice prescribed in paragraph 15.2, the Employer and Employee may by mutual agreement waive the whole or part of the period of notice.

15.7 Notice of termination may be given at any time; however the termination of employment will take effect at the end of a day's work, or by the payment or forfeiture (as the case may be) of the wages appropriate to the notice period.

NOTE
More beneficial

| | <p>for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.</p> <p>(3) Work out the minimum period of notice as follows: (a) first, work out the period using the following table: Employee's period of continuous service with the employer at the end of the day the notice is given and the minimum period of notice Not more than 1 year – 1 week More than 1 year but not more than 3 years – 2 weeks More than 3 years but not more than 5 years – 3 weeks More than 5 years – 4 weeks</p> <p>(b) then increase the period by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given.</p> <p>[s 118] Modern awards and enterprise agreements may provide for notice of termination by employees A modern award or enterprise agreement may include terms specifying the period of notice an employee must give in order to terminate his or her employment</p> | <ul style="list-style-type: none"> EA provides for a statement of service Maximum period of notice an employee must provide is 2 weeks | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------|--|--|------------------------------|---------------|------------------|-----|------------------------------|-------------|-------------------------------|-------------|------------------------------|-------------|-------------------------------|-------------|-------------------------------|--------------|-------------------------------|--------------|-------------------------------|--------------|-------------------------------|--------------|--------------------------------|--------------|--------------------|--------------|
| <p>Redundancy</p> | <p>[cl 15.1] Redundancy pay is provided for in the NES (see below).</p> <p>[cl 15.2] Transfer to lower paid duties Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.</p> <p>[cl 15.3] Employee leaving during notice period An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.</p> <p>[cl 15.4] Job search entitlement (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient. (c) This entitlement applies instead of clause 14.3.</p> | <p>17. REDUNDANCY</p> <p>17.1 Redundancy entitlements will be in accordance with the NES.</p> <p>17.2 Where an Employee is made redundant within the meaning of the NES, an Employee's entitlement to severance will be in accordance with the NES, namely:</p> <table border="1" data-bbox="1433 957 2038 1308"> <thead> <tr> <th>Period of continuous service</th> <th>Severance Pay</th> </tr> </thead> <tbody> <tr> <td>Less than 1 year</td> <td>Nil</td> </tr> <tr> <td>1 year and less than 2 years</td> <td>4 weeks pay</td> </tr> <tr> <td>2 years and less than 3 years</td> <td>6 weeks pay</td> </tr> <tr> <td>3 year and less than 4 years</td> <td>7 weeks pay</td> </tr> <tr> <td>4 years and less than 5 years</td> <td>8 weeks pay</td> </tr> <tr> <td>5 years and less than 6 years</td> <td>10 weeks pay</td> </tr> <tr> <td>6 years and less than 7 years</td> <td>11 weeks pay</td> </tr> <tr> <td>7 years and less than 8 years</td> <td>13 weeks pay</td> </tr> <tr> <td>8 years and less than 9 years</td> <td>14 weeks pay</td> </tr> <tr> <td>9 years and less than 10 years</td> <td>16 weeks pay</td> </tr> <tr> <td>More than 10 years</td> <td>12 weeks pay</td> </tr> </tbody> </table> <p>Consultation</p> <p>17.3 Where the Employer has made a firm decision that an Employee's position will be</p> | Period of continuous service | Severance Pay | Less than 1 year | Nil | 1 year and less than 2 years | 4 weeks pay | 2 years and less than 3 years | 6 weeks pay | 3 year and less than 4 years | 7 weeks pay | 4 years and less than 5 years | 8 weeks pay | 5 years and less than 6 years | 10 weeks pay | 6 years and less than 7 years | 11 weeks pay | 7 years and less than 8 years | 13 weeks pay | 8 years and less than 9 years | 14 weeks pay | 9 years and less than 10 years | 16 weeks pay | More than 10 years | 12 weeks pay |
| Period of continuous service | Severance Pay | | | | | | | | | | | | | | | | | | | | | | | | | |
| Less than 1 year | Nil | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 year and less than 2 years | 4 weeks pay | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 years and less than 3 years | 6 weeks pay | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 year and less than 4 years | 7 weeks pay | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 years and less than 5 years | 8 weeks pay | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 years and less than 6 years | 10 weeks pay | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 years and less than 7 years | 11 weeks pay | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 years and less than 8 years | 13 weeks pay | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 years and less than 9 years | 14 weeks pay | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 years and less than 10 years | 16 weeks pay | | | | | | | | | | | | | | | | | | | | | | | | | |
| More than 10 years | 12 weeks pay | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | |
|--|--|--|
| | <p>NES Entitlement: <i>Entitlement to redundancy pay</i> [s 119] Redundancy pay (1) An employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated: (a) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or (b) because of the insolvency or bankruptcy of the employer.</p> <p>Note: Sections 121, 122 and 123 describe situations in which the employee does not have this entitlement.</p> <p><i>Amount of redundancy pay</i> (2) The amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee's base rate of pay for his or her ordinary hours of work:</p> <p>Employee's period of continuous service with the employer and corresponding pay period At least 1 year but less than 2 years – 4 weeks At least 2 years but less than 3 years – 6 weeks At least 3 years but less than 4 years – 7 weeks At least 4 years but less than 5 years – 8 weeks At least 5 years but less than 6 years – 10 weeks At least 6 years but less than 7 years – 11 weeks At least 7 years but less than 8 years – 13 weeks At least 8 years but less than 9 years – 14 weeks At least 9 years but less than 10 years – 16 weeks At least 10 years – 12 weeks</p> <p>[s 120] Variation of redundancy pay for other employment or incapacity to pay (1) This section applies if: (a) an employee is entitled to be paid an amount of redundancy pay by the employer because of section 119; and (b) the employer: (i) obtains other acceptable employment for the employee; or (ii) cannot pay the amount.</p> <p>(2) On application by the employer, the FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that the FWC considers appropriate.</p> <p>(3) The amount of redundancy pay to which the employee is entitled under section 119 is the reduced amount specified in the determination.</p> | <p>made redundant, within the meaning of the NES, the Employer must have discussions, as soon as practicable, with the Employees directly affected and, where requested by an affected Employee, the Union or other nominated representative. The discussions must include:</p> <p>17.3.1 the reasons for the proposed redundancies;</p> <p>17.3.2 measures to avoid or minimize the redundancies; and</p> <p>17.3.3 measures to mitigate the adverse effects of any terminations on the Employees concerned.</p> <p>17.4 For the purpose of these discussions the Employer must, as soon as practicable, provide in writing to the Employees concerned and, where requested by the Employee, the Union, or other nominated representative, all relevant information about the proposed terminations, including:</p> <p>17.4.1 the reasons for the proposed terminations;</p> <p>17.4.2 the number and categories of Employees likely to be affected;</p> <p>17.4.3 the number of workers normally employed; and</p> <p>17.4.4 the period over which the terminations are likely to be carried out.</p> <p>17.5 The Employer is not required to disclose confidential information, the disclosure of which, when looked at objectively, would be against the Employer's interests.</p> <p>Notice</p> <p>17.6 If the services of an Employee are to be terminated due to redundancy, the Employee must be given notice of termination or payment in lieu, as prescribed by this Agreement.</p> <p>17.7 Employees to whom notification of termination of employment is to be given on account of the introduction or proposed introduction by the Employer of automation or other like technological changes, in the industry in relation to which the Employer is engaged, must be given not less than three (3) months notice of termination.</p> <p>17.8 An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but he/she is not entitled to payment in lieu of notice.</p> <p>17.9 An Employee given notice of termination in circumstances of redundancy must be allowed up to one (1) day's time off without loss of ordinary pay during each week of notice for the purpose of seeking other employment.</p> |
|--|--|--|

| | | |
|--|--|---|
| | <p>[s 121] Exclusions from obligation to pay redundancy pay</p> <p>(1) Section 119 does not apply to the termination of an employee's employment if, immediately before the time of the termination, or at the time when the person was given notice of the termination as described in subsection 117(1) (whichever happened first):</p> <p>(a) the employee's period of continuous service with the employer is less than 12 months; or</p> <p>(b) the employer is a small business employer.</p> <p>(2) A modern award may include a term specifying other situations in which section 119 does not apply to the termination of an employee's employment.</p> <p>(3) If a modern award that is in operation includes such a term (the award term), an enterprise agreement may:</p> <p>(a) incorporate the award term by reference (and as in force from time to time) into the enterprise agreement; and</p> <p>(b) provide that the incorporated term covers some or all of the employees who are also covered by the award term.</p> <p>[s 122] Transfer of employment situations that affect the obligation to pay redundancy pay</p> <p><i>Transfer of employment situation in which employer may decide not to recognise employee's service with first employer</i></p> <p>(1) Subsection 22(5) does not apply (for the purpose of this Subdivision) to a transfer of employment between non-associated entities in relation to an employee if the second employer decides not to recognise the employee's service with the first employer (for the purpose of this Subdivision).</p> <p>(2) If subsection 22(5) applies (for the purpose of this Subdivision) to a transfer of employment in relation to an employee, the employee is not entitled to redundancy pay under section 119 in relation to the termination of his or her employment with the first employer.</p> <p>Note: Subsection 22(5) provides that, generally, if there is a transfer of employment, service with the first employer counts as service with the second employer.</p> <p><i>Employee not entitled to redundancy pay if refuses employment in certain circumstances</i></p> <p>(3) An employee is not entitled to redundancy pay under section 119 in relation to the termination of his or her employment with an employer (the first employer) if:</p> <p>(a) the employee rejects an offer of employment made by another employer (the second employer) that:</p> <p>(i) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the first employer immediately before the termination; and</p> <p>(ii) recognises the employee's service with the first employer, for the purpose of this Subdivision; and</p> <p>(b) had the employee accepted the offer, there would have been a transfer of employment in relation to the employee.</p> | <p>17.10 If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.</p> <p>Lower Paid Duties</p> <p>17.11 Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated. The Employer may, at the Employer's option, provide payment in lieu of notice should a transfer occur.</p> <p>18. TRANSFER OF BUSINESS</p> <p>Any transfer of business will be regulated by the Fair Work Act.</p> |
|--|--|---|

(4) If the FWC is satisfied that subsection (3) operates unfairly to the employee, the FWC may order the first employer to pay the employee a specified amount of redundancy pay (not exceeding the amount that would be payable but for subsection (3)) that the FWC considers appropriate. The first employer must pay the employee that amount of redundancy pay.

[s123] Limits on scope of this Division

Employees not covered by this Division

(1) This Division does not apply to any of the following employees:

- (a) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season;
- (b) an employee whose employment is terminated because of serious misconduct;
- (c) a casual employee;
- (d) an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
- (e) an employee prescribed by the regulations as an employee to whom this Division does not apply.

(2) Paragraph (1)(a) does not prevent this Division from applying to an employee if a substantial reason for employing the employee as described in that paragraph was to avoid the application of this Division.

Other employees not covered by notice of termination provisions

(3) Subdivision A does not apply to:

- (b) a daily hire employee working in the building and construction industry (including working in connection with the erection, repair, renovation, maintenance, ornamentation or demolition of buildings or structures); or
- (c) a daily hire employee working in the meat industry in connection with the slaughter of livestock; or
- (d) a weekly hire employee working in connection with the meat industry and whose termination of employment is determined solely by seasonal factors; or
- (e) an employee prescribed by the regulations as an employee to whom that Subdivision does not apply.

Other employees not covered by redundancy pay provisions

(4) Subdivision B does not apply to:

- (a) an employee who is an apprentice; or
- (b) an employee to whom an industry-specific redundancy scheme in a modern award applies; or
- (c) an employee to whom a redundancy scheme in an enterprise agreement applies if:
 - (i) the scheme is an industry-specific redundancy scheme that is incorporated by reference (and as in force from time to time) into the enterprise agreement from a modern award that is in operation; and
 - (ii) the employee is covered by the industry-specific redundancy scheme in the modern award; or
- (d) an employee prescribed by the regulations as an employee to whom that Subdivision does not apply

| <p>Classifications</p> | <p>[cl 16] Classifications</p> <p>[cl 16.1] All employees covered by this award must be classified according to the structure set out in Schedule B—Classifications. Employers must advise their employees in writing of their classification and of any changes to their classification.</p> <p>[cl 16.2] The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.</p> | <p>8.5 Employee or Employees means an employee or employees employed by any one or more of the Employers listed in Schedule F of this Agreement in any of the classifications named and defined in this Agreement.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|--|--|-----------------------|---|---|----------------|----------|----------|----------|--------------------|----------|----------|----------|--------|----------|----------|----------|-------|----------|----------|----------|-----------------------------|-----|--------------------|-----|--------------------|-----|--------------------|-----|---|-----|---|------|
| <p>Minimum weekly wages</p> | <p>[cl 17]</p> <p>Retail Employee Level 1 (including Clerical Assistant) 789.90</p> <p>Retail Employee Level 2 808.70</p> <p>Retail Employee Level 3 821.40</p> <p>Retail Employee Level 4 (including Clerical Officer Level 2) 837.40</p> <p>Retail Employee Level 5 871.80</p> <p>Retail Employee Level 6 (including Clerical Officer Level 3) 884.50</p> <p>Retail Employee Level 7 928.80</p> <p>Retail Employee Level 8 966.50</p> | <p>19. WAGES AND ALLOWANCES</p> <p>19.1 The Ordinary Weekly Rate of pay for permanent Employees is set out in Schedule A of this Agreement. The rate payable in Schedule A does not include overtime rates, penalty rates, loadings, leave loading or allowances.</p> <p>19.2 Allowances are payable in accordance with Schedule B.</p> <p style="text-align: center;">SCHEDULE A – WAGES AND CLASSIFICATIONS</p> <p>The Ordinary Weekly Rate for an adult permanent Employee is as follows:</p> <table border="1" data-bbox="1182 786 2136 986"> <thead> <tr> <th></th> <th>7 days after approval</th> <th>From first pay period on or after 1 July 2019</th> <th>From first pay period on or after 1 July 2020</th> </tr> </thead> <tbody> <tr> <td>Shop Assistant</td> <td>\$808.20</td> <td>\$832.45</td> <td>\$857.42</td> </tr> <tr> <td>Clerical Assistant</td> <td>\$808.20</td> <td>\$832.45</td> <td>\$857.42</td> </tr> <tr> <td>Clerks</td> <td>\$904.84</td> <td>\$931.99</td> <td>\$959.95</td> </tr> <tr> <td>Baker</td> <td>\$856.66</td> <td>\$882.36</td> <td>\$908.83</td> </tr> </tbody> </table> <p>The rates in the above table will be operative on and from 7 days after the Agreement is approved by the Fair Work Commission.</p> <p>Where an Employee under the age of 21 is engaged to work, the Ordinary Weekly Rate for a permanent Employee will be the following % of the rate prescribed in the above table:</p> <table data-bbox="1384 1169 2136 1326"> <tbody> <tr> <td>At 16 years of age or under</td> <td>50%</td> </tr> <tr> <td>At 17 years of age</td> <td>60%</td> </tr> <tr> <td>At 18 years of age</td> <td>70%</td> </tr> <tr> <td>At 19 years of age</td> <td>80%</td> </tr> <tr> <td>At 20 years of age (6 months service or less)</td> <td>90%</td> </tr> <tr> <td>At 20 years of age (more than 6 months service)</td> <td>100%</td> </tr> </tbody> </table> | | | | 7 days after approval | From first pay period on or after 1 July 2019 | From first pay period on or after 1 July 2020 | Shop Assistant | \$808.20 | \$832.45 | \$857.42 | Clerical Assistant | \$808.20 | \$832.45 | \$857.42 | Clerks | \$904.84 | \$931.99 | \$959.95 | Baker | \$856.66 | \$882.36 | \$908.83 | At 16 years of age or under | 50% | At 17 years of age | 60% | At 18 years of age | 70% | At 19 years of age | 80% | At 20 years of age (6 months service or less) | 90% | At 20 years of age (more than 6 months service) | 100% |
| | 7 days after approval | From first pay period on or after 1 July 2019 | From first pay period on or after 1 July 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Shop Assistant | \$808.20 | \$832.45 | \$857.42 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Clerical Assistant | \$808.20 | \$832.45 | \$857.42 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Clerks | \$904.84 | \$931.99 | \$959.95 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Baker | \$856.66 | \$882.36 | \$908.83 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| At 16 years of age or under | 50% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| At 17 years of age | 60% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| At 18 years of age | 70% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| At 19 years of age | 80% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| At 20 years of age (6 months service or less) | 90% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| At 20 years of age (more than 6 months service) | 100% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| <p>Junior Rates</p> | <p>[cl 18.2] Under 16 years of age – 45% 16 years of age – 50% 17 years of age – 60% 18 years of age – 70% 19 years of age – 80% 20 years of age employed by the employer for 6 months or less– 90% 20 years of age employed by the employer for more than 6 months – 100%</p> | <p>Schedule A Where an Employee under the age of 21 is engaged to work, the Ordinary Weekly Rate for a permanent Employee will be the following % of the rate prescribed in the above table:</p> <table data-bbox="1377 255 2004 414"> <tr> <td>At 16 years of age or under</td> <td>50%</td> </tr> <tr> <td>At 17 years of age</td> <td>60%</td> </tr> <tr> <td>At 18 years of age</td> <td>70%</td> </tr> <tr> <td>At 19 years of age</td> <td>80%</td> </tr> <tr> <td>At 20 years of age (6 months or less)</td> <td>90%</td> </tr> <tr> <td>At 20 years of age (more than 6 months)</td> <td>100%</td> </tr> </table> <p>NOTE</p> <ul style="list-style-type: none"> EA does not include 45% rate | At 16 years of age or under | 50% | At 17 years of age | 60% | At 18 years of age | 70% | At 19 years of age | 80% | At 20 years of age (6 months or less) | 90% | At 20 years of age (more than 6 months) | 100% |
|---|---|---|---|-----------------------|---|---|--------------------|---------|--------------------|---------|---------------------------------------|-----|---|------|
| At 16 years of age or under | 50% | | | | | | | | | | | | | |
| At 17 years of age | 60% | | | | | | | | | | | | | |
| At 18 years of age | 70% | | | | | | | | | | | | | |
| At 19 years of age | 80% | | | | | | | | | | | | | |
| At 20 years of age (6 months or less) | 90% | | | | | | | | | | | | | |
| At 20 years of age (more than 6 months) | 100% | | | | | | | | | | | | | |
| <p>Allowances</p> | <p>cl.20 (detail in rows below)</p> | <p>See below</p> | | | | | | | | | | | | |
| <p>Meal Allowance</p> | <p>[cl 20.1] (a) An employee required to work more than one hour of overtime after the employee’s ordinary time of ending work, without being given 24 hours’ notice, will be either provided with a meal or paid a meal allowance of \$18.29. Where such overtime work exceeds four hours a further meal allowance of \$16.57 will be paid. (b) No meal allowance will be payable where an employee could reasonably return home for a meal within the period allowed.</p> | <p>Schedule B Meal allowance</p> <p>An Employee who is given less than twenty-four (24) hours’ notice of a requirement to remain at work, or return to work after the usual finishing time for that day, and who works for one (1) hour or more after such finishing time (when that additional work necessitates taking a meal away from the Employee’s place of residence) the Employee is entitled to the following meal allowance:</p> <table data-bbox="1238 869 2067 989"> <thead> <tr> <th></th> <th>7 days after approval</th> <th>From first pay period on or after 1 July 2019</th> <th>From first pay period on or after 1 July 2020</th> </tr> </thead> <tbody> <tr> <td>Meal Allowance</td> <td>\$18.55</td> <td>\$19.11</td> <td>\$19.68</td> </tr> </tbody> </table> <p>Where such overtime exceeds four (4) hours a further meal allowance in accordance with the above table will be paid.</p> | | 7 days after approval | From first pay period on or after 1 July 2019 | From first pay period on or after 1 July 2020 | Meal Allowance | \$18.55 | \$19.11 | \$19.68 | | | | |
| | 7 days after approval | From first pay period on or after 1 July 2019 | From first pay period on or after 1 July 2020 | | | | | | | | | | | |
| Meal Allowance | \$18.55 | \$19.11 | \$19.68 | | | | | | | | | | | |
| <p>Special Clothing</p> | <p>[cl 20.2(a)] Where the employer requires an employee to wear any protective or special clothing such as a uniform, dress or other clothing then the employer will reimburse the employee for any cost of purchasing such clothing and the cost of replacement items, when replacement is due to normal wear and tear. This provision will not apply where the special clothing is supplied and/or paid for by the employer.</p> | <p>Schedule B Special clothing</p> <p>Where the employer requires an employee to wear any protective or special clothing such as a uniform, dress or other clothing then the employer will reimburse the employee for any cost of purchasing such clothing and the cost of replacement items, when replacement is due to normal wear and tear. This provision will not apply where the special clothing is supplied and/or paid for by the employer.</p> | | | | | | | | | | | | |

| | | <p>38. UNIFORMS</p> <p>38.1 Employees must present for work in a neat, tidy and business-like manner.</p> <p>38.2 If an Employee wishes to purchase an item of clothing, the Employer will make available tax deductible items of clothing which bear the Employer logo. The purchase of such items will be voluntary.</p> <p>38.3 If an Employee is not satisfactorily dressed in accordance with clause 38.1, when in attendance at the workplace, he/she may be directed to cease work without pay until such time as the Employee is dressed to the required standard.</p> <p>39. SUPPLY OF PROTECTIVE CLOTHING AND EQUIPMENT</p> <p>39.1 Where an Employee is required to work in a place or places where the temperature is reduced by artificial means below 2°C, the Employee will be provided with suitable protective clothing for the period in which the Employee is so employed.</p> <p>39.2 The allowed in schedule B apply to the provision and laundering of protective clothing covered by this clause.</p> <p>39.3 It is a condition of employment that Employees use any safety equipment issued by the Employer, providing they have been properly trained in the use of such equipment, and that they wear any safety clothing provided by the Employer.</p> | | | | | | | | | | | | |
|--|---|---|---|-----------------------|---|---|-------------------------------|--------|--------|--------|--|--------|--------|--------|
| <p>Laundry Allowance</p> | <p>[cl 20.2(b)] Where a full-time employee is required to launder any special uniform, dress or other clothing - \$6.25 a week. Part-time or casual - \$1.25 per shift.</p> | <p>Schedule B</p> <p>Where an employee is required to launder any special uniform, dress or other clothing, the employee will be paid the following applicable allowance:</p> <table border="1" data-bbox="1240 1090 2069 1278"> <thead> <tr> <th></th> <th>7 days after approval</th> <th>From first pay period on or after 1 July 2019</th> <th>From first pay period on or after 1 July 2020</th> </tr> </thead> <tbody> <tr> <td>Full time employee (per week)</td> <td>\$6.47</td> <td>\$6.66</td> <td>\$6.86</td> </tr> <tr> <td>Part-time or Casual employee (per shift)</td> <td>\$1.29</td> <td>\$1.33</td> <td>\$1.37</td> </tr> </tbody> </table> | | 7 days after approval | From first pay period on or after 1 July 2019 | From first pay period on or after 1 July 2020 | Full time employee (per week) | \$6.47 | \$6.66 | \$6.86 | Part-time or Casual employee (per shift) | \$1.29 | \$1.33 | \$1.37 |
| | 7 days after approval | From first pay period on or after 1 July 2019 | From first pay period on or after 1 July 2020 | | | | | | | | | | | |
| Full time employee (per week) | \$6.47 | \$6.66 | \$6.86 | | | | | | | | | | | |
| Part-time or Casual employee (per shift) | \$1.29 | \$1.33 | \$1.37 | | | | | | | | | | | |
| <p>Excess travelling costs</p> | <p>[cl 20.3] Where an employee is required by their employer to move temporarily from one branch or shop to another for a period not exceeding three weeks, all additional transport costs so incurred will be reimbursed by the employer</p> | <p>Schedule B</p> | | | | | | | | | | | | |

| | | |
|--|---|--|
| | | <p>Excess travelling costs</p> <p>Where an employee is required by their employer to move temporarily from one shop to another for a period not exceeding three weeks, all additional transport costs so incurred will be reimbursed by the employer.</p> |
| <p>Travelling time reimbursement</p> | <p>[cl 20.4]</p> <p>(a) An employee who on any day is required to work at a place away from their usual place of employment, for all time reasonably spent in reaching and returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning), will be paid travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment.</p> <p>(b) Where the employer provides transport from a pick up point, an employee will be paid travelling time for all time spent travelling from such pick up point and returning to such pick up point.</p> <p>(c) The rate of pay for travelling time will be the ordinary time rate except on Sundays and holidays when it will be time and a half.</p> | <p>Schedule B</p> <p>Travelling time reimbursement</p> <p>An employee who on any day is required to work at a place away from their usual place of employment, for all time reasonably spent in reaching and returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning), will be paid travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment.</p> <p>Where the employer provides transport from a pick up point, an employee will be paid travelling time for all time spent travelling from such pick up point and returning to such pick up point.</p> <p>The rate of pay for travelling time will be the ordinary time rate except on Sundays and holidays when it will be time and a half.</p> |
| <p>Transfer of employee reimbursement</p> | <p>[cl 20.5] Where an employer transfers an employee from one township to another, the employer will be responsible for and will pay for the whole of the moving expenses, including fares and transport charges, for the employee and the employee's family.</p> | <p>Schedule B</p> <p>Transfer of employee reimbursement</p> <p>Where any employer transfers an employee from one township to another, the employer will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the employee and the employee's family.</p> |

| <p>Transport allowance</p> | <p>[cl.20.6] Where an employer requests an employee to use their own motor vehicle in the performance of their duties such employee will be paid an allowance of \$0.78 per kilometre.</p> | <p>Schedule B</p> <p>Transport allowance</p> <p>Where an employer requests an employee to use their own motor vehicle in the performance of their duties such employee will be paid an allowance of \$0.78 per kilometre.</p> | | | | | | | | |
|--|---|---|---|-----------------------|---|---|---------------------|--------|--------|--------|
| <p>Transport reimbursement – starting or finishing after 10pm or before 7pm</p> | <p>[cl.20.7] (a) Where an employee commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the employee’s regular means of transport is not available and the employee is unable to arrange their own alternative transport, the employer will reimburse the employee for the cost of a taxi fare from the place of employment to the employee’s usual place of residence. This will not apply if the employer provides or arranges proper transportation to and/or from the employee’s usual place of residence, at no cost to the employee. (b) Provided always that an employee may elect to provide their own transport. (c) Provided further that this clause will not apply to employees engaged under the provisions of shift-work.</p> | <p>Schedule B</p> <p>Transport of employees reimbursement</p> <p>9.1 Where an employee commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the employee’s regular means of transport is not available and the employee is unable to arrange their own alternative transport, the employer will reimburse the employee for the cost of a taxi fare from the place of employment to the employee’s usual place of residence. This will not apply if the employer provides or arranges proper transportation to and/or from the employee’s usual place of residence, at no cost to the employee.</p> <p>9.2 Provided always that an employee may elect to provide their own transport.</p> <p>9.3 Provided further that this clause will not apply to employees engaged under the provisions of shift-work.</p> | | | | | | | | |
| <p>Cold Work Allowance</p> | <p>[cl 20.8(a)] 1.3% of the standard rate per hour for employees employed principally on any day enter cold chambers and/or to stock and refill refrigerated storages. [cl 20.8(b)] Where the temperature is below 0 degrees Celsius they will be paid an additional 2% of the standard rate per hour.</p> | <p>Schedule B</p> <p>Cold Work Disability Allowance and Freezer Allowance</p> <p>Employees principally employed on any day to enter cold chambers and/or to stock and refill refrigerated storages such as dairy cases or freezer cabinets will be paid a Cold Work Disability Allowance per hour:</p> <table border="1" data-bbox="1240 1158 2069 1294"> <thead> <tr> <th></th> <th>7 days after approval</th> <th>From first pay period on or after 1 July 2019</th> <th>From first pay period on or after 1 July 2020</th> </tr> </thead> <tbody> <tr> <td>Cold Work Allowance</td> <td>\$0.29</td> <td>\$0.30</td> <td>\$0.31</td> </tr> </tbody> </table> <p>An employee required to work in a cold chamber where the temperature is below 0°C will be paid a Freezer Allowance per hour as follows:</p> | | 7 days after approval | From first pay period on or after 1 July 2019 | From first pay period on or after 1 July 2020 | Cold Work Allowance | \$0.29 | \$0.30 | \$0.31 |
| | 7 days after approval | From first pay period on or after 1 July 2019 | From first pay period on or after 1 July 2020 | | | | | | | |
| Cold Work Allowance | \$0.29 | \$0.30 | \$0.31 | | | | | | | |

| | | | | | | | | | | |
|--------------------------------|---|---|---|-----------------------|---|---|--------------------------------|---------|---------|---------|
| | | <table border="1"> <tr> <td></td> <td>7 days after approval</td> <td>From first pay period on or after 1 July 2019</td> <td>From first pay period on or after 1 July 2020</td> </tr> <tr> <td>Freezer Allowance</td> <td>\$0.73</td> <td>\$0.75</td> <td>\$0.77</td> </tr> </table> | | 7 days after approval | From first pay period on or after 1 July 2019 | From first pay period on or after 1 July 2020 | Freezer Allowance | \$0.73 | \$0.75 | \$0.77 |
| | 7 days after approval | From first pay period on or after 1 July 2019 | From first pay period on or after 1 July 2020 | | | | | | | |
| Freezer Allowance | \$0.73 | \$0.75 | \$0.77 | | | | | | | |
| First Aid allowance | [cl 20.9] Where an employee who holds an appropriate first aid qualification is appointed by the employer to perform first aid duty they will be paid an extra 1.3% of the standard rate per week. | <p>Schedule B First Aid Allowance</p> <p>An Employee holding a current first aid certificate or qualification from St. John Ambulance or a similar body, and appointed by the Employer to carry out first aid duty will be paid a First Aid Allowance, in addition to their Ordinary Weekly Rate, a weekly payment as follows, which will be pro-rata for part-time and casual Employees.</p> <table border="1"> <tr> <td></td> <td>7 days after approval</td> <td>From first pay period on or after 1 July 2019</td> <td>From first pay period on or after 1 July 2020</td> </tr> <tr> <td>First Aid Allowance (per week)</td> <td>\$10.89</td> <td>\$11.22</td> <td>\$11.55</td> </tr> </table> | | 7 days after approval | From first pay period on or after 1 July 2019 | From first pay period on or after 1 July 2020 | First Aid Allowance (per week) | \$10.89 | \$11.22 | \$11.55 |
| | 7 days after approval | From first pay period on or after 1 July 2019 | From first pay period on or after 1 July 2020 | | | | | | | |
| First Aid Allowance (per week) | \$10.89 | \$11.22 | \$11.55 | | | | | | | |
| Recall Allowance | [cl 20.10] (a) Unless otherwise agreed an employee recalled to work for any reason, before or after completing their normal roster or on a day on which they did not work, will be paid at the appropriate rate for all hours worked with a minimum of three hours on each occasion. (b) The time worked will be calculated from the time the employee leaves home until the time they return home. | <p>Schedule B</p> <p>Recall allowance</p> <p>10.1 Unless otherwise agreed an employee recalled to work for any reason, before or after completing their normal roster or on a day on which they did not work, will be paid at the appropriate rate for all hours worked with a minimum of three hours on each occasion.</p> <p>10.2 The time worked will be calculated from the time the employee leaves home until the time they return home.</p> | | | | | | | | |
| Liquor licence | [cl 20.11] Liquor licence An employee who holds a liquor licence under a relevant State or Territory law will be paid an extra 3.1% of the standard rate per week. | <p>Schedule B</p> <p>Liquor licence</p> <p>An employee who holds a liquor licence under a relevant State or Territory law will be paid as follows:</p> <table border="1"> <tr> <td></td> <td>7 days after approval</td> <td>From first pay period on or after 1 July 2019</td> <td>From first pay period on or after 1 July 2020</td> </tr> </table> | | 7 days after approval | From first pay period on or after 1 July 2019 | From first pay period on or after 1 July 2020 | | | | |
| | 7 days after approval | From first pay period on or after 1 July 2019 | From first pay period on or after 1 July 2020 | | | | | | | |

| | | <table border="1"> <tr> <td>Liquor Licence Allowance</td> <td>\$0.68</td> <td>\$0.70</td> <td>\$0.72</td> </tr> </table> | Liquor Licence Allowance | \$0.68 | \$0.70 | \$0.72 | | | | | | | | | | | | |
|---|--|--|---|-----------------------|---|---|-------------------------------------|---------|---------|---------|--------------------------------|---------|---------|---------|------------------------------------|---------|---------|---------|
| Liquor Licence Allowance | \$0.68 | \$0.70 | \$0.72 | | | | | | | | | | | | | | | |
| Higher duties | <p>[cl 20.12] Higher duties Employees engaged for more than two hours during one day or shift on duties carrying a higher rate than their ordinary classification are to be paid the higher rate for such day or shift. If engaged for two hours or less during one day or shift, the employee is to be paid the higher rate for the time worked only.</p> | <p>No equivalent provision, however, see supervisor allowance at schedule B.</p> <p>Supervisor allowance is paid on a permanent basis (not just for hours worked).</p> <p>Higher duties is inconsistent with the classifications in this EA (ie shop assistant unlikely to do HD as clerk or baker)</p> <p>Schedule B Supervisors Allowance</p> <p>This allowance is paid per-week, on a weekly basis, for full-time Employees and will be pro-rated for part-time and casual Employees.</p> <table border="1"> <thead> <tr> <th></th> <th>7 days after approval</th> <th>From first pay period on or after 1 July 2019</th> <th>From first pay period on or after 1 July 2020</th> </tr> </thead> <tbody> <tr> <td>Supervisor of less than 3 Employees</td> <td>\$31.46</td> <td>\$32.40</td> <td>\$33.38</td> </tr> <tr> <td>Supervisor of 3 - 14 Employees</td> <td>\$47.51</td> <td>\$48.94</td> <td>\$50.40</td> </tr> <tr> <td>Supervisor of 15 or more Employees</td> <td>\$81.87</td> <td>\$84.33</td> <td>\$86.86</td> </tr> </tbody> </table> | | 7 days after approval | From first pay period on or after 1 July 2019 | From first pay period on or after 1 July 2020 | Supervisor of less than 3 Employees | \$31.46 | \$32.40 | \$33.38 | Supervisor of 3 - 14 Employees | \$47.51 | \$48.94 | \$50.40 | Supervisor of 15 or more Employees | \$81.87 | \$84.33 | \$86.86 |
| | 7 days after approval | From first pay period on or after 1 July 2019 | From first pay period on or after 1 July 2020 | | | | | | | | | | | | | | | |
| Supervisor of less than 3 Employees | \$31.46 | \$32.40 | \$33.38 | | | | | | | | | | | | | | | |
| Supervisor of 3 - 14 Employees | \$47.51 | \$48.94 | \$50.40 | | | | | | | | | | | | | | | |
| Supervisor of 15 or more Employees | \$81.87 | \$84.33 | \$86.86 | | | | | | | | | | | | | | | |
| Broken Hill | <p>[cl 20.13] Broken Hill An employee in the County of Yancowinna in New South Wales (Broken Hill) will in addition to all other payments be paid an hourly allowance for the exigencies of working in Broken Hill of 4.28% of the standard rate.</p> | <p>No equivalent provision (There is no Romeos store in Broken Hill)</p> | | | | | | | | | | | | | | | | |
| Adjustment of expense related allowances | <p>[cl 20.14] Adjustment of expense related allowances At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted. The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows: Allowance - Applicable Consumer Price Index figure Meal allowance - Take away and fast foods sub-group Special clothing - Clothing and footwear group</p> | <p>Schedule B</p> <p>Where allowances in this schedule are expressed as weekly, part-time and casual Employees will be paid on a pro-rata basis.</p> | | | | | | | | | | | | | | | | |

| | | |
|------------------------------|--|--|
| | Transport allowance - Private motoring sub-group | |
| <p>Superannuation</p> | <p>[cl 22.1] Superannuation legislation (a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.</p> <p>(b) The rights and obligations in these clauses supplement those in superannuation legislation.</p> <p>[cl 22.2] Employer contributions An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.</p> <p>[cl 22.3] Voluntary employee contributions (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 22.2.</p> <p>(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.</p> <p>(c) The employer must pay the amount authorised under clauses 22.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 22.3(a) or (b) was made.</p> <p>[cl 22.4] Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 22.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b) to one of the following superannuation funds or its successor: (a) the Retail Employees Superannuation Trust (REST); (b) Sunsuper; (c) Statewide Superannuation Trust; (d) Tasplan; (e) MTAA Superannuation Fund; (f) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the</p> | <p>SUPERANNUATION</p> <p>21.1 Superannuation will be paid for the benefit of Employees in accordance with the Superannuation Guarantee legislation (or any successor legislation) and any other relevant superannuation legislation in force from time to time.</p> <p>21.2 Unless an Employee has nominated a particular superannuation fund to receive superannuation contributions made for their benefit, the Employer will make available the following funds each offering a MySuper product: (i) Care Super (an Industry Fund); (ii) MLC Super Fund; (iii) Colonial First State FirstChoice Superannuation Trust,</p> <p>And make contributions into the superannuation fund the Employee elects.</p> <p>Employee Contributions</p> <p>21.3 Employees who wish to make additional contributions to their superannuation fund may direct the Employer to do so on their behalf.</p> <p>21.4 After receiving such a direction and assuming the direction and the fund to which it relates are compliant with the applicable legislation, the Employer will be required to make the deduction and forward it to the fund on behalf of the Employee.</p> <p>21.5 The amount of the contribution will be expressed in whole dollars.</p> <p>21.6 After the first contribution, the amount of contribution will only be adjusted from the first full pay period in July each year.</p> <p>Absence from work</p> <p>21.7 Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 21.1 and pay the amount authorised under clauses 21.3:</p> <p>21.7.1 Paid leave—while the employee is on any paid leave;</p> <p>21.7.2 Work-related injury or illness—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:</p> <p>(i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and</p> <p>(ii) the employee remains employed by the employer.</p> |

| | | |
|--------------------------------|---|--|
| | <p>superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or</p> <p>(g) a superannuation fund or scheme which the employee is a defined benefit member of.</p> <p>[cl 22.5] Absence from work Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b):</p> <p>(a) Paid leave—while the employee is on any paid leave;</p> <p>(b) Work-related injury or illness—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:</p> <p>(i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and</p> <p>(ii) the employee remains employed by the employer.</p> | |
| <p>Payment of wages</p> | <p>23. Payment of wages</p> <p>[23 substituted by PR994820 ppc 19Mar10; varied by PR540640, PR610034]</p> <p>[paragraph numbered as 23.1 by PR610034 ppc 01Nov18]</p> <p>23.1 Wages will be paid weekly or fortnightly according to the actual hours worked each week or fortnight, or may be averaged over a period of a fortnight.</p> <p>[New paragraph inserted by PR540640 ppc 23Aug13; paragraph numbered as 23.2 by PR610034 ppc 01Nov18]</p> <p>23.2 All wages shall be paid on a regular pay day. The employer must notify the employee in writing as to which day is the pay day. Where for any reason the employer wishes to change the pay day, then the employer shall provide at least 4 weeks’ written notice to the employee of such change.</p> <p>[paragraph numbered as 23.3 by PR610034 ppc 01Nov18]</p> <p>23.3 An enterprise which prior to the 1st January 2010, paid particular classifications of its employees on a monthly pay cycle may continue to pay these particular classifications of employees on a monthly pay cycle. However no employee classified at level 3 or below under this Award may be paid on a monthly pay cycle and must be paid either weekly or fortnightly.</p> <p>23.4 Payment on termination of employment</p> <p>[23.4 inserted by PR610034 ppc 01Nov18]</p> <p>(a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:</p> | <p>20. PAYMENT OF WAGES</p> <p>20.1 Wages will be paid weekly in arrears and will be credited directly into a nominated bank account on Thursday of each week. In a short week, such as a week with a Public Holiday, payment will be made on either Thursday or Friday.</p> <p>20.2 The Employer will supply to each Employee a pay-slip, either in electronic or hard copy form, with each pay which shows the calculation of gross earnings, any deductions, and the net pay received by the Employee.</p> <p>20.3 Pay week runs from Monday morning until Sunday night with the pay day falling on the following Thursday.</p> <p>20.4 Where for any reason the employer wishes to change the pay day, then the employer shall provide at least 4 weeks’ written notice to the employee of such change.</p> <p>NB The EA does not include a provision for payment on termination of employment</p> |

| | | |
|-------------------------------------|---|---|
| | <p>(i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and</p> <p>(ii) all other amounts that are due to the employee under this award and the NES.</p> <p>(b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the Act.</p> <p>Note 1: Section 117(2) of the Act provides that an employer must not terminate an employee’s employment unless the employer has given the employee the required minimum period of notice or “has paid” to the employee payment instead of giving notice.</p> <p>Note 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under s.120 of the Act for the Commission to reduce the amount of redundancy pay an employee is entitled to under the NES.</p> <p>Note 3: State and Territory long service leave laws or long service leave entitlements under s.113 of the Act, may require an employer to pay an employee for accrued long service leave on the day on which the employee’s employment terminates or shortly after.</p> | |
| Supported wage | [cl 24] Supported wage arrangements for employees with a disability are contained in Schedule C of this award. | See Supported Wage below |
| National training wage | <p>[cl 25.1] Schedule E to the Miscellaneous Award 2010 sets out minimum wage rates and conditions for employees undertaking traineeships.</p> <p>[cl 25.2] This award incorporates the terms of Schedule E to the Miscellaneous Award 2010 as at 1 July 2018. Provided that any reference to “this award” in Schedule E to the Miscellaneous Award 2010 is to be read as referring to the General Retail Industry Award 2010 and not the Miscellaneous Award 2010.</p> | <p>14. TRAINEES</p> <p>Trainees will be paid in accordance with the rates set out in Schedule A of this Agreement despite the Employee’s Trainee status.</p> <p>NOTE</p> <ul style="list-style-type: none"> • Trainees paid the higher EA rates |
| Hours of work/ordinary hours | <p>[cl 27.1] This clause does not operate to limit or increase or in any way alter the trading hours of any employer as determined by the relevant State or Territory legislation.</p> <p>[cl 27.2] (a) Except as provided in clause 27.2(b), ordinary hours may be worked, within the following spread of hours: Monday to Friday, inclusive 7am – 9pm Saturday 7am – 6pm Sunday 9am – 6pm</p> | <p>23. HOURS OF WORK</p> <p>23.1 Span of Ordinary Hours</p> <p>The Ordinary Hours of Work will be from 6am until midnight on any day of the week.</p> <p>23.2 Where the Employer and Employee agree, hours worked outside of the span in clause 23.1 may be counted as part of the Employee’s ordinary weekly hours so long as the Employee receives the applicable overtime rate. Such an agreement must be</p> |

| | | |
|---|---|---|
| | <p>(b) Provided that:</p> <p>(i) the commencement time for ordinary hours of work for newsagencies on each day may be from 5.00 am;</p> <p>(ii) the finishing time for ordinary hours for video shops may be until 12 midnight; and</p> <p>(iii) in the case of retailers whose trading hours extend beyond 9.00 pm Monday to Friday or 6.00 pm on Saturday or Sunday, the finishing time for ordinary hours on all days of the week will be 11.00 pm.</p> <p>(c) Hours of work on any day will be continuous, except for rest pauses and meal breaks.</p> | <p>recorded in writing.</p> <p>23.3 Limit of Ordinary Hours</p> <p>Ordinary Hours of Work for Employees will not exceed</p> <ul style="list-style-type: none"> • Nine (9) hours in any one (1) day or eleven (11) hours one day per week; or • One hundred and fifty-two (152) hours in any twenty-eight (28) day period. • A maximum of forty eight (48) hours in any one week. <p>NOTE</p> <ul style="list-style-type: none"> • Span of hours under EA is greater |
| <p>Maximum ordinary hours on a day</p> | <p>[cl 27.3(a)] An employee may be rostered to work up to a maximum of nine ordinary hours on any day, and 11 hours once a week.</p> | <p>23.3</p> <ul style="list-style-type: none"> • Nine (9) hours in any one (1) day or eleven (11) hours one day per week; or |
| <p>38 hour week rosters</p> | <p>[cl 28.1] A full-time employee will be rostered for an average of 38 hours per week, worked in any of the following forms or by agreement over a longer period:</p> <p>(a) 38 hours in one week;</p> <p>(b) 76 hours in two consecutive weeks;</p> <p>(c) 114 hours in three consecutive weeks; or</p> <p>(d) 152 hours in four consecutive weeks.</p> <p>[cl 28.2] The 38 hour week may be worked in any one of the following methods:</p> <p>(a) shorter days, that is 7.6 hours;</p> <p>(b) a shorter day or days each working week;</p> <p>(c) a shorter fortnight, i.e. four hours off in addition to the rostered day off;</p> <p>(d) a fixed day off in a four week cycle;</p> <p>(e) a rotating day off in a four week cycle;</p> <p>(f) an accumulating day off in a four week cycle, with a maximum of five days being accumulated in five cycles.</p> <p>[cl 28.3] In each shop, an assessment will be made as to which method best suits the business and the proposal will be discussed with the employees concerned, the objective being to reach agreement on the method of implementation. An assessment may be initiated by either the employer or employees not more than once a year.</p> <p>[cl 28.4] Circumstances may arise where different methods of implementation of a 38 hour week apply to various groups or sections of employees in the shop or establishment concerned.</p> | <p>11. FULL-TIME EMPLOYEES</p> <p>11.1 A full-time employee will be rostered for an average of thirty-eight (38) hours per week, worked in any of the following forms, or by agreement over a longer period:</p> <ul style="list-style-type: none"> ▪ 38 hours in one (1) week; ▪ 76 hours in two (2) consecutive weeks; ▪ 114 hours in three (3) consecutive weeks; or ▪ 152 hours in four (4) consecutive weeks. <p>11.2 Any time worked in accordance with clause 11.1 is considered ordinary time and overtime will not be payable. However, it is agreed that the maximum ordinary hours worked in any one (1) week by an Employee will not exceed forty-eight (48).</p> <p>11.3 A full-time Employee will be rostered to work for a minimum of four (4) hours on a day on which they are rostered, but no more than nine (9) ordinary hours on any one day provided that for one day per week an employee can be rostered for eleven (11) hours</p> <p>25.2 No full-time or part-time Employee will work more than twenty (20) shifts in a twenty-eight (28) day period.</p> <p>25.9 The following provision will apply to the manner in which full-time Employees are</p> |

| | | |
|---|--|---|
| | <p>[cl 28.5] In retail establishments employing on a regular basis 15 or more employees per week, unless specific agreement exists to the contrary between an employer and an employee, the employee will not be required to work ordinary hours on more than 19 days in each four week cycle.</p> <p>[cl 28.6] Where specific agreement exists between an employer and employee, the employee may be worked on the basis of:</p> <p>(a) not more than 4 hours' work on one day in each two-week cycle;</p> <p>(b) not more than 6 hours' work on one day in each week;</p> <p>(c) not more than 7.6 hours' work on any day.</p> | <p>rostered to work their ordinary hours:</p> <p>25.9.1 a fixed or rotating day off in each twenty-eight (28) day period or by the working of a nine and a half (9.5) hour day for each of four (4) days, as directed by the Employer, in any seven (7) day period: or</p> <p>25.9.2 a specific written agreement between each Employee and the Employer as to the manner of working ordinary hours. Such agreement may include the Employee working on the basis of:</p> <ul style="list-style-type: none"> • a shorter working day of not more than four (4) hours work in ordinary time on one day in each two (2) week period; • a shorter working day of not more than six (6) hours work in ordinary time on one (1) day in each week; • shorter working day of not more than 7.6 hours work in ordinary time on any one (1) day |
| <p>Substitute rostered days off (RDOs)</p> | <p>[cl 28.7] Substitute rostered days off (RDOs)</p> <p>(a) An employer, with the agreement of the majority of employees concerned, may substitute the day or half day an employee is to take off in accordance with a roster arrangement for another day or half day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.</p> <p>(b) By agreement between an employer and an employee, another day may be substituted for the day that employee is to be rostered off.</p> | <p>25.11 The Employer may, with the agreement of the majority of Employees in an establishment, or with the individual Employee concerned, substitute the day or part of the day that the Employees are, or the individual Employee is, to take off. Such substituted day or part-day is to be arranged and taken as soon as practicable and in any event prior to the next rostered day or part-day off.</p> <p>25.12 An Employee may, with the agreement of the Employer, substitute the day or part-day that the Employee is to take off. Such substituted day or part-day is to be taken as soon as practicable and in any event prior to the next rostered day or part-day off.</p> |
| <p>Accumulation of RDOs</p> | <p>[cl 28.8] Accumulation of RDOs</p> <p>By agreement between the employer and an employee, the rostered day off may be accumulated up to a maximum of five days in any one year. Such accumulated periods may be taken at times mutually convenient to the employer and the employee.</p> <p>[cl 28.9] A roster period cannot exceed four weeks.</p> <p>[cl 28.10] Ordinary hours will be worked on not more than five days in each week, provided that if ordinary hours are worked on six days in one week, ordinary hours in the following week will be worked on no more than four days.</p> | <p>No equivalent provision</p> |
| <p>Consecutive Days off</p> | <p>[cl 28.11]</p> | <p>25.5 Ordinary hours will be worked so as to provide an employee with two consecutive days off each week or three consecutive days off in a two week period.</p> |

| | | |
|---|---|--|
| | <p>(a) Ordinary hours will be worked so as to provide an employee with two consecutive days off each week or three consecutive days off in a two week period.</p> <p>(b) This requirement will not apply where the employee requests in writing and the employer agrees to other arrangements, which are to be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request.</p> <p>(c) An employee can terminate the agreement by giving four weeks' notice to the employer.</p> | |
| Consecutive days of work | <p>[cl 28.10] Ordinary hours will be worked on not more than five days in each week, provided that if ordinary hours are worked on six days in one week, ordinary hours in the following week will be worked on no more than four days.</p> <p>[cl 28.12] Ordinary hours and any reasonable additional hours may not be worked over more than six consecutive days.</p> | <p>25.3 Ordinary hours will be worked on not more than five (5) days in each week, provided that if ordinary hours are worked on six (6) days in one (1) week, ordinary hours in the following week will be worked on no more than four (4) days.</p> <p>NOTE</p> <p>No provision in EA limiting work to 6 consecutive days</p> |
| Weekend Work – Employees regularly working Sundays | <p>[cl 28.13] Employees regularly working Sundays</p> <p>(a) An employee who regularly works Sundays will be rostered so as to have three consecutive days off each four weeks and the consecutive days off will include Saturday and Sunday.</p> <p>(b) This requirement will not apply where the employee requests in writing and the employer agrees to other arrangements which are to be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request.</p> <p>(c) An employee can terminate the agreement by giving four weeks' notice to the employer.</p> | <p>25.6 An employee who regularly works Sundays will be rostered so as to have three (3) consecutive days off each four (4) weeks and the consecutive days off will include Saturday and Sunday. This requirement will not apply where the employee requests in writing and the employer agrees to other arrangements which are to be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request. An employee can terminate the agreement by giving four weeks' notice to the employer.</p> |
| Notification of Rosters | <p>[cl 28.14]</p> <p>(a) The employer will exhibit staff rosters on a notice board, which will show for each employee:</p> <p>(i) the number of ordinary hours to be worked each week;</p> <p>(ii) the days of the week on which work is to be performed; and</p> <p>(iii) the commencing and ceasing time of work for each day of the week.</p> <p>(b) The employer will retain superseded notices for twelve months. The roster will, on request, be produced for inspection by an authorised person.</p> <p>(c) Due to unexpected operational requirements, an employee's roster for a given day may be changed by mutual agreement with the employee prior to the employee arriving for work.</p> <p>(d) Any permanent roster change will be provided to the employee in writing with a minimum seven days notice. Should the employee disagree with the roster change, they will be given a minimum of 14 days written notice instead of seven days, during which time there will be discussions aimed at resolving the matter in accordance with clause 9— Dispute resolution, of this award.</p> | <p>12.2 Upon engagement the number of hours, days of work and start and finish times will be agreed in writing. Any variation to these base hours must be in writing.</p> <p>25.8 Notice of any change of rosters for full-time and part-time Employees will be given in writing at least one (1) week prior to the change, unless the Employer and Employee mutually agree to a lesser period of notice, or there are unforeseen circumstances that do not allow this. If the employee does not agree to the change, they will be given a minimum of 14 days' notice during which time there will be discussions aimed at resolving the matter in accordance with clause 40 and clause 41.</p> <p>25.13 An Employer may seek a specific written agreement for an alternative roster in accordance with this clause at any time during the employment of an Employee, including at the time of engagement of a new full-time Employee.</p> <p>2514 When amending an Employee's roster, the Employer will comply with the consultation requirements set out in Schedule E.</p> <p>25.15 When contemplating roster changes the Employer will be mindful of the Employee's needs and will endeavor to keep roster changes to a minimum and will take into account roster changes that affect family responsibilities and study commitments,</p> |

| | | |
|--|--|---|
| | <p>(e) Where an employee's roster is changed with the appropriate notice for a once-only event caused by particular circumstances not constituting an emergency, and the roster reverts to the previous pattern in the following week, then extra work done by the employee because of the change of roster will be paid at the overtime rate of pay.</p> <p>(f) An employee's roster may not be changed with the intent of avoiding payment of penalties, loading or other benefits applicable. Should such circumstances arise, the employee will be entitled to such penalty, loading or benefit as if the roster had not been changed.</p> | <p>where practicable.</p> <p>25.16 An Employee's roster may not be changed with the intent of avoiding payment of penalties, loading or other benefits applicable. Should such circumstances arise the employee will be entitled to such penalty, loading or benefit as if the roster had not been changed.</p> <p>25.17 A roster for all Employees showing normal starting and finishing times, and the surname and initials of each Employee, will be prepared by the Employer and will be posted in a conspicuous place or places accessible to the Employees concerned at least 1 week in advance and for permanent employees, once set, can only be changed by mutual agreement in writing.</p> <p>27.9 For part-time Employees it is agreed that rosters should not be altered to avoid penalties or payment for Public Holidays.</p> <p>41.3 Changes to rosters or hours of work</p> <p>41.3.1 Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.</p> <p>41.3.2 The Employer must:</p> <ul style="list-style-type: none"> • provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); • invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and |
|--|--|---|

| | | |
|------------------------|---|---|
| | | <ul style="list-style-type: none"> • give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives. <p>41.3.3 The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.</p> <p>41.3.4 These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.</p> <p>NOTE</p> <p>EA has similar rostering provisions to GRIA but EA provides for consideration of family responsibilities and study commitments and refers to keeping roster changes to a minimum</p> |
| <p>Overtime</p> | <p>[cl 29.1] Reasonable overtime</p> <p>(a) Subject to clause 29.1(b) an employer may require an employee to work reasonable overtime at overtime rates in accordance with the provisions of this clause.</p> <p>(b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:</p> <p>(i) any risk to employee health and safety;</p> <p>(ii) the employee’s personal circumstances including any family responsibilities;</p> <p>(iii) the needs of the workplace or enterprise;</p> <p>(iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and</p> <p>(v) any other relevant matter.</p> <p>[cl 29.2]</p> <p>(a) Hours worked in excess of the ordinary hours of work, outside the span of hours (excluding shiftwork), or roster conditions prescribed in clauses 27 and 28 are to be paid at time and a half for the first three hours and double time thereafter.</p> <p>(b) Hours worked by part-time employees in excess of the agreed hours in clause 12.2 or as varied under clause 12.3 will be paid at time and a half for the first three hours and double time thereafter.</p> <p>(c) Hours worked by casual employees:</p> | <p>Overtime</p> <p>24.6 Where a Permanent Employee works:</p> <p>(i) in excess of the maximum number of Ordinary Hours of Work set out in clause 23.2; or</p> <p>(ii) is required to work outside the span of hours in clause 23.1; or</p> <p>(i) works outside their agreed rostered hours other than in accordance with 12.6 or clause 25.7 or 25.8; or</p> <p>(ii) outside of the rostering provisions in clause 25,</p> <p>the Employee must be paid overtime rates for the hours in excess of the maximum permitted.</p> <p>24.7 Where a Casual Employee works:</p> <p>(i) in excess of thirty eight (38) ordinary hours or, where the casual employee works in accordance with a roster, in excess of thirty eight (38) ordinary hours per week averaged over the course of the roster cycle; or</p> |

| | |
|---|--|
| <p>(i) in excess of 38 ordinary hours per week or, where the casual employee works in accordance with a roster, in excess of 38 ordinary hours per week averaged over the course of the roster cycle;</p> <p>(ii) outside of the span of ordinary hours for each day specified in clause 27.2;</p> <p>(iii) in excess of 11 hours on one day of the week and in excess of 9 hours on any other day of the week;</p> <p>shall be paid at 175% of the ordinary hourly rate of pay for the first three hours and 225% of the ordinary hourly rate of pay thereafter (inclusive of the casual loading).</p> <p>(d) The rate of overtime for full-time and part-time employees on a Sunday is double time, and on a public holiday is double time and a half.</p> <p>(e) The rate of overtime for casual employees on a Sunday is 225% of the ordinary hourly rate of pay, and on a public holiday is 275% of the ordinary hourly rate of pay (inclusive of the casual loading).</p> <p>(f) Overtime is calculated on a daily basis.</p> <p>[cl 29.3] Time off instead of payment for overtime</p> <p>(a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.</p> <p>(b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made. EXAMPLE: By making an agreement under clause 29.2(a) an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.</p> <p>(c) Time off must be taken:</p> <p>(i) within the period of 6 months after the overtime is worked; and</p> <p>(ii) at a time or times within that period of 6 months agreed by the employee and employer.</p> <p>(d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 29.2(a) but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.</p> <p>(e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.</p> <p>(f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.</p> <p>(g) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the</p> | <p>(ii) is required to work outside the span of hours in clause 23.1; or</p> <p>(iii) in excess of eleven (11) hours on one day of the week and in excess of nine (9) hours on any other day of the week,</p> <p>the Employee must be paid overtime rates for the hours in excess of the maximum permitted.</p> <p>24.8 For Permanent Employees, overtime is payable at the rate of 150% of the Ordinary Hourly Rate for each of the first three (3) hours worked on any one day, and at 200% of the Ordinary Hourly Rate for each hour worked in excess of three (3) hours overtime on any one (1) day. For Casual Employees, overtime is payable at the rate of 175% of the Ordinary Hourly Rate for each of the first three (3) hours worked on any one day, and at 225% of the Ordinary Hourly Rate for each hour worked in excess of three (3) hours overtime on any one (1) day.</p> <p>24.9 Where an Employer and an Employee mutually agree in writing, the Employee may be allowed time off in lieu of payment for overtime. Such time off in lieu of payment for overtime must be taken off work at a mutually agreed time within a twenty-eight (28) day period. Time off work in lieu of payment for overtime must be in substitution for ordinary hours that the Employee would otherwise be obliged to work. An Employee taking time off work in lieu of payment for overtime must be permitted to take that time off work without loss of pay for the ordinary hours that the Employee would otherwise be obliged to work but for the operation of this provision. Time off in lieu will accrue at the overtime equivalent.</p> <p>24.10 Any overtime worked by an employee on a Sunday will be paid at 200% of the Ordinary Hourly Rate for all hours worked by permanent Employees and 225% of the Ordinary Hourly Rate for all hours worked by casual Employees</p> <p>24.11 Any overtime worked by an Employee on a Public Holiday will be paid at 250% of the Ordinary Hourly Rate for all hours worked.</p> <p>24.12 Overtime for all Employees is calculated on a daily basis</p> <p>NOTE</p> <ul style="list-style-type: none"> • EA does not include reference to reasonable overtime • Other provisions are equivalent |
|---|--|

employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 29.2(a) will apply for overtime that has been worked.
 Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

(h) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 29.2(a) applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 29.3.

Penalty payments – Evening work Monday – Friday

29.4 Penalty payments

(c) Evening work Monday to Friday—full-time or part-time employee

[29.4(a) renamed and substituted by [PR701872](#) ppc 01Nov18]

A penalty payment of an additional 25% loading will apply for ordinary hours worked by a full-time or part-time employee after 6.00 pm.

(d) **Evening work Monday to Friday—casual employee**

[New 29.4(b) inserted by [PR701872](#) ppc 01Nov18]

(i) **From 1 November 2018 to 30 September 2019**

A penalty payment of an additional 30% loading will apply for ordinary hours worked by a casual employee after 6.00 pm (inclusive of the casual loading).

(ii) **From 1 October 2019 to 29 February 2020**

A penalty payment of an additional 35% loading will apply for ordinary hours worked by a casual employee after 6.00 pm (inclusive of the casual loading).

(iii) **From 1 March 2020 to 30 September 2020**

A penalty payment of an additional 40% loading will apply for ordinary hours worked by a casual employee after 6.00 pm (inclusive of the casual loading).

24. PENALTIES, OVERTIME AND PUBLIC HOLIDAY RATES

Penalty Rates - Shop Assistants

24.1 The following penalty rates will apply to all Employees for each hour of work performed by them in the time periods noted below:

| Day | From | to | Perm | Casual |
|-----------------|------|----------|------|--------|
| Monday - Friday | 6am | 7am | 150% | 175% |
| Monday - Friday | 7am | 6pm | 100% | 125% |
| Monday - Friday | 6pm | 11pm | 125% | 125% |
| Monday - Friday | 11pm | midnight | 150% | 175% |
| Saturday | 6am | 7am | 150% | 175% |
| Saturday | 7am | 11pm | 125% | 135% |
| Saturday | 11pm | midnight | 150% | 175% |
| Sunday | 6am | 9am | 200% | 225% |
| Sunday | 9am | 11pm | 150% | 175% |
| Sunday | 11pm | midnight | 200% | 225% |
| Public Holidays | | | 225% | 250% |

24.2 The penalty rates in the table in clause 24.1 will be calculated by reference to the base hourly rate for a permanent employee.

24.3 Where the rate payable to a casual employee after 6pm under the Agreement is less than the rate payable to the casual employee after 6pm under the Award as amended from time to time, the casual employee will be entitled to the appropriate penalty rate in the Award for all hours worked.

| | | |
|---|--|---|
| | <p>(iv) From 1 October 2020 to 28 February 2021</p> <p>A penalty payment of an additional 45% loading will apply for ordinary hours worked by a casual employee after 6.00 pm (inclusive of the casual loading).</p> <p>(v) From 1 March 2021</p> <p>A penalty payment of an additional 50% loading will apply for ordinary hours worked by a casual employee after 6.00 pm (inclusive of the casual loading).</p> | <p>24.4 Where the rate payable to a casual employee on a Saturday under the Agreement is less than the rate payable to the casual employee on a Saturday under the Award as amended from time to time, the casual employee will be entitled to the Saturday penalty rate in the Award for all hours worked.</p> <p>24.5 Where the rate payable to an employee, including a casual, on a Sunday under the Agreement is less than the rate payable to the employee on a Sunday under the Award as amended from time to time, the employee will be entitled to the Sunday penalty rate in the Award for all hours worked.</p> <p>Sunday Work - Clerks</p> <p>24.13 In the event that a permanent Clerk or Clerical Assistant is required to work on Sunday, the permanent Clerk or Clerical Assistant will be paid at the rate of 200% of their Ordinary Hourly Rate for each hour of overtime performed on a Sunday. In the event that a casual Clerk or Clerical Assistant is required to work on Sunday, the casual Clerk or Clerical Assistant will be paid at the rate of 225% of their Ordinary Hourly Rate for each hour of overtime performed on a Sunday.</p> <p>NOTE EA provides for equivalent penalty rates (but off a higher base) and a mirroring provisions such that employees covered by the EA will be paid either more than the GRIA or the same as the GRIA, but not less than the GRIA</p> <p>Clerks paid at 200% on Sundays under EA</p> |
| <p>Penalty payments - Saturday</p> | <p>cl. 29.4</p> <p>(e) Saturday work—full-time or part-time employee</p> <p>[29.4(b) substituted by PR540640; 29.4(b) renumbered as 29.4(c), renamed and substituted by PR701872 ppc 01Nov18]</p> <p>A penalty payment of an additional 25% loading will apply for ordinary hours worked by a full-time or part-time employee on a Saturday.</p> | <p>See clause 24 above</p> |

| | | |
|---|--|----------------------------|
| | <p style="text-align: center;">(f) Saturday work—casual employee</p> <p>[New 29.4(d) inserted by PR701872 ppc 01Nov18]</p> <p style="text-align: center;">(i) From 1 November 2018 to 30 September 2019</p> <p>A penalty payment of an additional 40% loading will apply for ordinary hours worked by a casual employee on a Saturday (inclusive of the casual loading).</p> <p style="text-align: center;">(ii) From 1 October 2019 to 29 February 2020</p> <p>A penalty payment of an additional 45% loading will apply for ordinary hours worked by a casual employee on a Saturday (inclusive of the casual loading).</p> <p style="text-align: center;">(iii) From 1 March 2020</p> <p>A penalty payment of an additional 50% loading will apply for ordinary hours worked by a casual employee on a Saturday (inclusive of the casual loading).</p> | |
| <p>Penalty payments - Sunday (all employees)</p> | <p style="text-align: center;">cl.29.4</p> <p style="text-align: center;">(g) Sunday work</p> <p>[28.4(c) varied by PR992724; 29.4(c) substituted by PR593953 ppc 01 July 2017; 29.4(d) renumbered as 29.4(e) by PR701872 ppc 01Nov18]</p> <p style="text-align: center;">(i) From 1 July 2017 to 30 June 2018</p> <p>A penalty payment of an additional 95% loading will apply for all hours worked by a full-time or part-time employee on a Sunday. A penalty payment of an additional 95% loading will apply for all hours worked by a casual employee on a Sunday (inclusive of the casual loading).</p> <p style="text-align: center;">(ii) From 1 July 2018 to 30 June 2019</p> <p>A penalty payment of an additional 80% loading will apply for all hours worked by a full-time or part-time employee on a Sunday. A penalty payment of an additional 85% loading will apply for all hours worked by a casual employee on a Sunday (inclusive of the casual loading).</p> | <p>See clause 24 above</p> |

| | | |
|--------------------------------------|--|----------------------------|
| | <p>(iii) From 1 July 2019 to 30 June 2020</p> <p>A penalty payment of an additional 65% loading will apply for all hours worked by a full-time or part-time employee on a Sunday. A penalty payment of an additional 75% loading will apply for all hours worked by a casual employee on a Sunday (inclusive of the casual loading).</p> <p>(iv) From 1 July 2020</p> <p>A penalty payment of an additional 50% loading will apply for all hours worked by a full-time or part-time employee on a Sunday. A penalty payment of an additional 75% loading will apply for all hours worked by a casual employee on a Sunday (inclusive of the casual loading).</p> | |
| <p>Public holiday payment</p> | <p>(h) Public holidays</p> <p>[29.4(d) substituted by PR539248 ppc 01Aug13; 29.4(d) renumbered as 29.4(f) by PR701872 ppc 01Nov18]</p> <p>[29.4(d)(i) substituted by PR593953 ppc 01Jul17; 29.4(f)(i) varied by PR701872 ppc 01Nov18]</p> <p>(i) Work on a public holiday must be compensated by payment of an additional 125% loading for all hours worked by a full-time or part-time employee. A penalty payment of an additional 150% loading will apply for all hours worked by a casual employee (inclusive of the casual loading).</p> <p>(ii) Provided that by mutual agreement of the employee and the employer, the employee (other than a casual) may be compensated for a particular public holiday by either:</p> <p>(A) An equivalent day or equivalent time off instead without loss of pay. The time off must be taken within four weeks of the public holiday occurring, or it shall be paid out; or</p> <p>(B) An additional day or equivalent time as annual leave.</p> <p>(iii) The employee and employer are entitled to a fresh choice of payment or time off by agreement on each occasion work is performed on a public holiday.</p> | <p>See clause 24 above</p> |

| | | |
|--------------------------------------|---|--|
| | <p>(iv) If no agreement can be reached on the method of compensation, the default arrangement shall be as per clause 23.4(h)(i).</p> | |
| <p>Public holiday options</p> | <p>[cl 29.4(f)(ii)] Provided that by mutual agreement of the employee and the employer, the employee (other than a casual) may be compensated for a particular public holiday by either:</p> <p>(A) An equivalent day or equivalent time off instead without loss of pay. The time off must be taken within four weeks of the public holiday occurring, or it shall be paid out; or</p> <p>(B) An additional day or equivalent time as annual leave.</p> <p>(iii) The employee and employer are entitled to a fresh choice of payment or time off by agreement on each occasion work is performed on a public holiday.</p> <p>(iv) If no agreement can be reached on the method of compensation, the default arrangement shall be as per clause 29.4(f)(i).</p> | <p>No equivalent provision</p> |
| <p>Shiftwork</p> | <p>[cl 30.1] Application of clause</p> <p>(a) This clause will apply only to persons specifically employed as shiftworkers under this award.</p> <p>(b) This clause does not apply to an employee who is employed as a non shiftworker and who does additional hours or overtime.</p> <p>[cl 30.2] Shiftwork definition—other than Baking production employees</p> <p>(a) For the purposes of this clause shiftwork means a shift starting at or after 6.00 pm on one day and before 5.00 am on the following day.</p> <p>(b) Shiftwork does not include a shift which starts and finishes on the same day within the span of ordinary hours specified in this award.</p> <p>(c) All time between the actual commencing time and the actual ceasing time on any shift will count and will be paid for as time worked.</p> <p>[cl 30.3] Rate of pay for shiftwork</p> <p>(a) Any shiftwork performed between midnight Sunday and midnight Friday will be paid at the rate of 130% (155% for casuals, inclusive of the casual loading) of the ordinary time rate of pay.</p> <p>(b) Any shiftwork performed on a Saturday will be paid at the rate of 150% (175% for casuals, inclusive of the casual loading) of the ordinary time rate of pay.</p> <p>(c) Shiftwork performed on a Sunday</p> <p>[30.3(c) renamed and substituted by PR701872 ppc 01Nov18]</p> <p>(i) From 1 November 2018 to 30 June 2019</p> | <p>Shift-Work</p> <p>24.16 This clause will apply to employees who specifically agree to work shift-work.</p> <p>24.17 For the purpose of this clause, shift-work means a shift starting at or after 6pm on one day and before 5am on the following day.</p> <p>24.18 Shift-work does not include a shift which starts and finishes on the same day within the span of ordinary hours.</p> <p>24.19 All time between the actual commencing time and the actual ceasing time on any shift will count and will be paid for as time worked.</p> <p>24.20 Any shift-work performed between midnight Sunday and midnight Friday will be paid at the rate of 130% of the ordinary time rate of pay.</p> <p>24.21 Any shift-work performed on a Saturday will be paid at the rate of 150% of the ordinary time rate of pay.</p> <p>24.22 Any shift-work performed on a Sunday will be paid at the rate of 200% of the ordinary time rate of pay.</p> <p>24.23 The shift loading for casual employees in clause 24.20, 24.21, and 24.22 will be calculated by reference to the employee's Ordinary Hourly Rate and paid in addition to the casual loading.</p> <p>24.24 Where an employee elects to work shift-work on a public holiday, the public holiday rate in clause 24.14 will apply.</p> <p>24.25 For the purpose of this clause, where a shift falls partly on a public holiday, the shift which commences on the public holiday will be regarded as the public holiday shift.</p> |

| | | |
|--|--|--|
| | <p>Any shiftwork performed on a Sunday will be paid at the rate of 195% (220% for casuals, inclusive of the casual loading) of the ordinary time rate of pay.</p> <p>(ii) From 1 July 2019 to 30 June 2020</p> <p>Any shiftwork performed on a Sunday will be paid at the rate of 190% (215% for casuals, inclusive of the casual loading) of the ordinary time rate of pay.</p> <p>(iii) From 1 July 2020</p> <p>Any shiftwork performed on a Sunday will be paid at the rate of 175% (200% for casuals, inclusive of the casual loading) of the ordinary time rate of pay.</p> <p>(d) Where an employee elects to work on a public holiday shift then the provisions set out in clause 29.4(f) will apply for all hours of the shift.</p> <p>(e) For the purposes of this clause, where a shift falls partly on a public holiday, the shift which commences on the public holiday will be regarded as the public holiday shift. Provided that if the employee elects not to work on a public holiday shift such employee will be entitled to be absent without loss of pay.</p> <p>(f) Provided that in any shop where it is mutually agreed between an employer and the majority of employees engaged under the provisions of this clause another shift may be substituted for the shift which commences on the holiday as the holiday shift and in such instance the provisions of clause 29.4(f) relating to such holiday will apply only to the day so substituted.</p> <p>[cl 30.4] Baking production employees – Early morning shifts</p> <p>(a) A baking production employee who commences a shift at or after 2:00 am and before 6:00 am will be entitled to an early morning shift allowance of 12.5% (37.5% for casuals, inclusive of the casual loading) for the shift.</p> <p>(b) A baking production employee who commences a shift prior to 2:00 am will be entitled to a night shift allowance of 30% (55% for casuals, inclusive of the casual loading) for the shift.</p> <p>(c) The rates of pay for Saturday, Sunday and public holidays will be the same as for other shiftworkers.</p> <p>(d) These allowances apply instead of shiftwork allowances and overtime payments for all hours up to 38 hours per week and nine hours per day.</p> <p>[cl 30.5] Rest breaks and meal breaks</p> | <p>Provided that if the employee elects not to work on a public holiday such employee will be entitled to be absent without loss of pay.</p> <p>24.26 Provided that in any shop where it is mutually agreed between an employer and the majority of employees engaged under the provisions of this clause another shift may be substituted for the shift which commences on the holiday as the holiday shift and in such instances the provision of clause 24.14 will apply.</p> <p>24.27 Notwithstanding the provision of clause 26 all rest breaks and meal breaks taken by shift-workers are paid breaks and form part of the hours of work.</p> <p>24.28 Shift-work rosters cannot be varied so as to avoid the provision of the public holiday entitlements of shift-workers.</p> <p>24.29 Rosters of shift-workers cannot be arranged so as to have the shift-worker work both shift-work and non-shift-work in the same week.</p> <p>NOTE Sunday shiftwork is 200% in the EA</p> |
|--|--|--|

| | <p>Notwithstanding the provision of clause 31.1(a) all rest pauses and meal breaks taken by shiftworkers are paid breaks and form part of the hours of work.</p> <p>[cl 30.6] General operation of the award Unless specifically modified by or contrary to the operation of this clause all provisions of this award apply to shiftworkers.</p> <p>[cl 30.7] Rosters (a) Shiftwork rosters cannot be varied so as to avoid the provision of the public holiday entitlements of shiftworkers.</p> <p>(b) Rosters of shiftworkers cannot be arranged so as to have the shiftworker work both shiftwork and non shiftwork in the same week.</p> | | | | | | | | | | | | | | | | | | | |
|---|---|---|--------------|------------|------------|------------------------|---------------|---------------|---|--------------------------|---------------|--|--------------------------|--|---|--|--|-----------------------|--|--|
| <p>Breaks</p> | <p>[cl 31.1(a)]</p> <p>Work less than 4 hours – no rest break; no meal break.</p> <p>Work 4 hours or more but no more than 5 hours – one 10 minute rest break; no meal break.</p> <p>Work more than 5 hours but less than 7 hours – One 10 minute rest break; one meal break of at least 30 minutes but not more than 60 minutes.</p> <p>Work 7 hours or more but less than 10 hours – Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours; one meal break of at least 30 minutes but not more than 60 minutes</p> <p>Work 10 hours of more – Two 10 minute rest breaks, with one taken in the first half hour of the work hours and the second taken in the second half of the work hours; two meal breaks of at least 30 minutes but not more than 60 minutes</p> <p>(b) The timing of the taking of a rest break or meal break is intended to provide a meaningful break for the employee during work hours.</p> <p>(c) An employee cannot be required to take a rest break or meal break within one hour of commencing or ceasing of work. An employee cannot be required to take a rest break(s) combined with a meal break.</p> <p>(d) No employee can work more than 5 hours without a meal break.</p> <p>(e) The time of taking rest and meal breaks and the duration of meal breaks form part of the roster and are subject to the roster provisions of this award.</p> <p>(f) Rest breaks are paid breaks and meal breaks (except for shiftworkers) are unpaid breaks.</p> <p>(g) The award flexibility clause can be utilised to permit variations to this clause by agreement between the employer and employees.</p> | <p>26. BREAKS</p> <p>26.1 Employees will be entitled to breaks in accordance with the following table:</p> <table border="1" data-bbox="1317 679 2123 1177"> <thead> <tr> <th>Hours worked</th> <th>Rest break</th> <th>Meal break</th> </tr> </thead> <tbody> <tr> <td>Work less than 4 hours</td> <td>No rest break</td> <td>No meal break</td> </tr> <tr> <td>Work 4 hours or more but no more than 5 hours</td> <td>One 10 minute rest break</td> <td>No meal break</td> </tr> <tr> <td>Work more than 5 hours but less than 7 hours</td> <td>One 10 minute rest break</td> <td>One meal break of at least 30 minutes.</td> </tr> <tr> <td>Work 7 hours or more but less than 10 hours</td> <td>Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours.</td> <td>One meal break of at least 30 minutes.</td> </tr> <tr> <td>Work 10 hours or more</td> <td>Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours.</td> <td>Two meal breaks each of at least 30 minutes.</td> </tr> </tbody> </table> <p>26.2 The timing of the taking of a rest break or meal break is intended to provide a meaningful break for the Employee during work hours.</p> <p>26.3 An Employee cannot be required to take a rest break or meal break within one hour of commencing or ceasing work. An employee cannot be required to take a rest break combined with a meal break.</p> <p>26.4 No Employee can work more than 5 hours without a meal break.</p> | Hours worked | Rest break | Meal break | Work less than 4 hours | No rest break | No meal break | Work 4 hours or more but no more than 5 hours | One 10 minute rest break | No meal break | Work more than 5 hours but less than 7 hours | One 10 minute rest break | One meal break of at least 30 minutes. | Work 7 hours or more but less than 10 hours | Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours. | One meal break of at least 30 minutes. | Work 10 hours or more | Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours. | Two meal breaks each of at least 30 minutes. |
| Hours worked | Rest break | Meal break | | | | | | | | | | | | | | | | | | |
| Work less than 4 hours | No rest break | No meal break | | | | | | | | | | | | | | | | | | |
| Work 4 hours or more but no more than 5 hours | One 10 minute rest break | No meal break | | | | | | | | | | | | | | | | | | |
| Work more than 5 hours but less than 7 hours | One 10 minute rest break | One meal break of at least 30 minutes. | | | | | | | | | | | | | | | | | | |
| Work 7 hours or more but less than 10 hours | Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours. | One meal break of at least 30 minutes. | | | | | | | | | | | | | | | | | | |
| Work 10 hours or more | Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours. | Two meal breaks each of at least 30 minutes. | | | | | | | | | | | | | | | | | | |

| | | |
|--|---|--|
| | | <p>26.5 The time of taking rest and meal breaks and the duration of meal breaks form part of the roster and are subject to the roster provisions of this Agreement.</p> <p>26.6 Rest breaks are paid breaks and meal breaks (except for shiftworkers) are unpaid breaks.</p> |
| <p>Break between work periods</p> | <p>[cl 31.2] Breaks between work periods (a) All employees will be granted a 12 hour rest period between the completion of work on one day and the commencement of work on the next day. Work includes any reasonable additional hours or overtime.</p> <p>(b) Where an employee recommences work without having had 12 hours off work then the employee will be paid at double the rate they would be entitled to until such time as they are released from duty for a period of 12 consecutive hours off work without loss of pay for ordinary time hours occurring during the period of such absence.</p> <p>(c) By agreement between an employer and an employee or employees the period of 12 hours may be reduced to not less than 10 hours.</p> | <p>25.7 If an Employee commences a new shift before there has been a twelve (12) hour break, then the Employee will be paid at the overtime rate of double the Ordinary Hourly Rate for each hour thereafter until twelve (12) hours have elapsed since the completion of the previous shift. This may be reduced to 10 hours by mutual agreement between the Employee and Employer.</p> |
| | <p>31A. Requests for flexible working arrangements</p> <p>[31A inserted by PR701395 ppc 01Dec18]</p> <p>31A.1 Employee may request change in working arrangements</p> <p>Clause 31A applies where an employee has made a request for a change in working arrangements under s.65 of the Act.</p> <p>Note 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).</p> <p>Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).</p> <p>Note 3: Clause 31A is an addition to s.65.</p> <p>31A.2 Responding to the request</p> <p>Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working</p> | <p>Provided for in GRIA/NES but not referred to in EA</p> <p>7. NATIONAL EMPLOYMENT STANDARDS</p> <p>This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency</p> |

| | | |
|--|---|--|
| | <p>arrangements that will reasonably accommodate the employee's circumstances having regard to:</p> <ul style="list-style-type: none"> (i) the needs of the employee arising from their circumstances; (j) the consequences for the employee if changes in working arrangements are not made; and (k) any reasonable business grounds for refusing the request. <p>Note 1: The employer must give the employee a written response to an employee's s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).</p> <p>Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).</p> <p>31A.3 What the written response must include if the employer refuses the request</p> <p>Clause 31A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 31A.2.</p> <ul style="list-style-type: none"> (l) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply. (m) If the employer and employee could not agree on a change in working arrangements under clause 31A.2, the written response under s.65(4) must: <ul style="list-style-type: none"> (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements. <p>31A.4 What the written response must include if a different change in working arrangements is agreed</p> <p>If the employer and the employee reached an agreement under clause 31A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.</p> | |
|--|---|--|

| | | |
|----------------------------|---|--|
| | <p>31A.5 Dispute resolution</p> <p>Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 31A, can be dealt with under clause 9—Dispute resolution.</p> | |
| <p>Annual leave</p> | <p>[cl 32.1] Annual leave is provided for in the NES (see below).</p> <p>[cl 32.2] Definition of shiftworker For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.</p> <p>[cl 32.3] Annual leave loading (a) During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 17—Minimum weekly wages of this award. Annual leave loading is payable on leave accrued.</p> <p>(b) The loading will be as follows: (i) Day work Employees who would have worked on day work only had they not been on leave—17.5% or the relevant weekend penalty rates, whichever is the greater but not both. (ii) Shiftwork Employees who would have worked on shiftwork had they not been on leave—a loading of 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.</p> <p>[cl 32.4] Annual leave in advance (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.</p> <p>(b) An agreement must: (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian. Note: An example of the type of agreement required by clause 32.4 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.</p> <p>(c) The employer must keep a copy of any agreement under clause 32.4 as an employee record.</p> <p>(d) If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 32.4, the employer may deduct from any money due to the</p> | <p>30. ANNUAL LEAVE</p> <p>30.1 All Annual Leave entitlements will be in accordance with the NES.</p> <p>30.2 An Employee (other than a casual Employee) is entitled to four (4) weeks Annual Leave for each year of continuous service (pro-rata for part time Employees).</p> <p>30.3 A seven (7) day shift worker who is regularly rostered to work on Sundays and public holidays in a store where shift are continuously rostered 24 hours a day for seven (7) days per week is entitled to an additional one (1) week of annual leave.</p> <p>30.4 The Annual Leave prescribed by this clause is exclusive of the Public Holidays as set out in this Agreement.</p> <p>30.5 Time of Taking Annual Leave</p> <p>30.5.1 Annual Leave is to be taken at a time or times agreed between the Employer and the Employee.</p> <p>30.5.2 If an Employer and an Employee fail to agree on the time (or times) for taking annual leave or part of it, the Employer may require the Employee to take annual leave by giving the Employee notice of the requirement at least four (4) weeks before the period of annual leave is to begin, and where such a direction is permitted by the NES.</p> <p>30.5.3 Where an Employee has been granted leave in advance of any entitlement and subsequently terminates their employment prior to accruing the appropriate leave, the Employer may deduct monies equivalent to such leave in advance, from any payment made to the Employee on termination.</p> <p>30.5.4 There will be no obligation upon the Employer to pay annual leave loading in advance should an Employee take an annual holiday wholly or partly in advance of an accrued entitlement.</p> <p>30.6 Payment for Annual Leave</p> <p>30.6.1 Prior to commencing agreed Annual Leave an Employee may be paid for the period of leave with the agreement of the Employee and the Employer.</p> |

| | | |
|--|--|---|
| | <p>employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.</p> <p>[cl 32.5] Close-down An employer may require an employee to take annual leave as part of a close-down of its operations, by giving at least four weeks' notice.</p> <p>[cl 32.6] Excessive leave accruals: general provision Note: Clauses 32.6 to 32.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.</p> <p>(a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 32.2).</p> <p>(b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.</p> <p>(c) Clause 32.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.</p> <p>(d) Clause 32.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.</p> <p>[cl 32.7] Excessive leave accruals: direction by employer that leave be taken (a) If an employer has genuinely tried to reach agreement with an employee under clause 32.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.</p> <p>(b) However, a direction by the employer under paragraph (a): (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 32.6, 32.7 or 32.8 or otherwise agreed by the employer and employee) are taken into account; and (ii) must not require the employee to take any period of paid annual leave of less than one week; and (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.</p> <p>(c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.</p> | <p>30.6.2 Upon termination of employment an Employee must be paid for leave accrued which has not been taken.</p> <p>30.7 Annual Leave Loading</p> <p>30.7.1 Employees not engaged as shift-workers - An Employee who is entitled to take Annual Leave will be entitled to payment of a leave loading equivalent to 17.5% or the relevant weekend penalty that would otherwise apply whichever is the greater (but not both)</p> <p>30.7.2 Employees engaged as shift-workers – An Employee who would have worked on shiftwork had they not been on annual leave will be entitled to payment of a leave loading equivalent to 17.5% or the shift loading (including relevant weekend penalties) whichever is the greater (but not both).</p> <p>30.7.2. Leave loading is payable on leave paid out on termination.</p> <p>NOTE Annual leave under the EA does not include cash out provision, excessive leave provisions, or reference to not unreasonably refuse request for annual leave.</p> <p>EA does not have Employee not taken to be on paid annual leave at certain times provision</p> |
|--|--|---|

(d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 32.7(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

[cl 32.8] Excessive leave accruals: request by employee for leave

(a) If an employee has genuinely tried to reach agreement with an employer under clause 32.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

(b) However, an employee may only give a notice to the employer under paragraph (a) if:

- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
- (ii) the employee has not been given a direction under clause 32.7(a) that, when any other paid annual leave arrangements (whether made under clause 32.6, 32.7 or 32.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

(c) A notice given by an employee under paragraph (a) must not:

- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 32.6, 32.7 or 32.8 or otherwise agreed by the employer and employee) are taken into account; or
- (ii) provide for the employee to take any period of paid annual leave of less than one week; or
- (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
- (iv) be inconsistent with any leave arrangement agreed by the employer and employee.

(d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 32.2) in any period of 12 months.

(e) The employer must grant paid annual leave requested by a notice under paragraph (a).

[cl 32.9] Cashing out of annual leave

(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 32.9.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 32.9.

(c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

(d) An agreement under clause 32.9 must state:
(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
(ii) the date on which the payment is to be made.

(e) An agreement under clause 32.9 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

(f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

(g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

(i) The employer must keep a copy of any agreement under clause 32.9 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 32.9.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 32.9.

Note 3: An example of the type of agreement required by clause 32.9 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

NES Entitlement:

[s 86] Annual leave applies to employees other than casual employees

[s 87] Entitlement to annual leave

Amount of leave

(1) For each year of service with his or her employer, an employee is entitled to:

(a) 4 weeks of paid annual leave; or

(b) 5 weeks of paid annual leave, if:

(i) a modern award applies to the employee and defines or describes the employee as a shiftworker for the purposes of the National Employment Standards; or

(ii) an enterprise agreement applies to the employee and defines or describes the employee as a shiftworker for the purposes of the National Employment Standards; or

(iii) the employee qualifies for the shiftworker annual leave entitlement under subsection (3) (this relates to award/agreement free employees).

Accrual of leave

(2) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

[88] Taking paid annual leave

(1) Paid annual leave may be taken for a period agreed between an employee and his or her employer.

(2) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

[s 89] Employee not taken to be on paid annual leave at certain times

Public holidays

(1) If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.

(2) If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under this Part, or a period of absence from employment under Division 8 (which deals with community service leave), the employee is taken not to be on paid annual leave for the period of that other leave or absence.

[s 90] Payment for annual leave

(1) If, in accordance with this Division, an employee takes a period of paid annual leave, the employer must pay the employee the employee's base rate of pay for the employee's ordinary hours of work in the period.

(2) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

[s 91] Transfer of employment situations that affect entitlement to payment for period of untaken paid annual leave

Transfer of employment situation in which employer may decide not to recognise employee's service with first employer

(1) Subsection 22(5) does not apply (for the purpose of this Division) to a transfer of employment between non-associated entities in relation to an employee, if the second employer decides not to recognise the employee's service with the first employer (for the purpose of this Division).

(2) If subsection 22(5) applies (for the purpose of this Division) to a transfer of employment in relation to an employee, the employee is not entitled to be paid an amount under subsection 90(2) for a period of untaken paid annual leave.

[s 92] Paid annual leave must not be cashed out except in accordance with permitted cashing out terms

Paid annual leave must not be cashed out, except in accordance with:

(a) cashing out terms included in a modern award or enterprise agreement under section 93, or

(b) an agreement between an employer and an award/agreement free employee under subsection 94(1).

[s 93] Modern awards and enterprise agreements may include terms relating to cashing out and taking paid annual leave

Terms about cashing out paid annual leave

(1) A modern award or enterprise agreement may include terms providing for the cashing out of paid annual leave by an employee.

(2) The terms must require that:

- (a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and
- (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

Terms about requirements to take paid annual leave

(3) A modern award or enterprise agreement may include terms requiring an employee, or allowing for an employee to be required, to take paid annual leave in particular circumstances, but only if the requirement is reasonable.

Terms about taking paid annual leave

(4) A modern award or enterprise agreement may include terms otherwise dealing with the taking of paid annual leave.

[s 94] Cashing out and taking paid annual leave for award/agreement free employees

Agreements to cash out paid annual leave

(1) An employer and an award/agreement free employee may agree to the employee cashing out a particular amount of the employee's accrued paid annual leave.

(2) The employer and the employee must not agree to the employee cashing out an amount of paid annual leave if the agreement would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

(3) Each agreement to cash out a particular amount of paid annual leave must be a separate agreement in writing.

(4) The employer must pay the employee at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

Requirements to take paid annual leave

(5) An employer may require an award/agreement free employee to take a period of paid annual leave, but only if the requirement is reasonable.

Note: A requirement to take paid annual leave may be reasonable if, for example:

- a) the employee has accrued an excessive amount of paid annual leave; or
- b) the employer's enterprise is being shut down for a period (for example, between Christmas and New Year).

| | | |
|--|--|--|
| | <p><i>Agreements about taking paid annual leave</i> (6) An employer and an award/agreement free employee may agree on when and how paid annual leave may be taken by the employee. Note: Matters that could be agreed include, for example, the following: a) that paid annual leave may be taken in advance of accrual; b) that paid annual leave must be taken within a fixed period of time after it is accrued; c) the form of application for paid annual leave; d) that a specified period of notice must be given before taking paid annual leave.</p> | |
| <p>Personal/carer's leave/compassionate leave</p> | <p>[cl 33.1] Personal/carer's leave and compassionate leave are provided for in the NES (see below).</p> <p>[cl 33.2] Casual employees are entitled to be not available for work or to leave work to care for a person who is sick and requires care and support or who requires care due to an emergency.</p> <p>[cl 33.3] Such leave is unpaid. A maximum of 48 hours absence is allowed by right with additional absence by agreement.</p> <p>NES Entitlements: [s 95] This applies to employees other than casual employees.</p> <p>[s 96] Entitlement to paid personal/carer's leave <i>Amount of leave</i> (1) For each year of service with his or her employer, an employee is entitled to 10 days of paid personal/carer's leave.</p> <p><i>Accrual of leave</i> (2) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.</p> <p>[s 97] Taking paid personal/carer's leave An employee may take paid personal/carer's leave if the leave is taken: (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of: (i) a personal illness, or personal injury, affecting the member; or (ii) an unexpected emergency affecting the member.</p> <p>Note 1: The notice and evidence requirements of section 107 must be complied with. Note 2: If a female employee has an entitlement to paid personal/carer's leave, she may take that leave instead of taking unpaid special maternity leave under section 80.</p> <p>[s 98] Employee taken not to be on paid personal/carer's leave on public holiday If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work</p> | <p>28. PERSONAL LEAVE</p> <p>28.1 Entitlement to Personal Leave</p> <p>28.1.1 All Personal Leave entitlements will be in accordance with the NES.</p> <p>28.1.2 An Employee (other than a casual Employee) who has a personal leave credit is entitled to take paid personal leave if the leave is taken:</p> <ul style="list-style-type: none"> • Because an employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or • To provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who require care or support because of a personal illness, or personal injury affecting the member, or an unexpected emergency affecting the member in accordance with clause 32. <p>28.2 Accrual of Personal Leave Entitlement</p> <p>29.2.1 An Employee's (other than a casual Employee) entitlement to Personal Leave will be ten (10) days per annum (pro-rata for part time Employees).</p> <p>28.3 Conditions for Payment of Personal Leave</p> <p>28.3.1 The Employee will promptly inform the Employer of his/her inability to attend for duty and, as far as possible state the nature of the illness or injury and the estimated duration of the absence.</p> <p>28.3.2 For all absences longer than one (1) day due to injury or illness, the Employee, at the request of the Employer, must provide a medical certificate, or other reasonable evidence of injury or illness.</p> <p>28.3.3 If more than two (2) single days personal leave are taken by an Employee in any year of service as a result of a personal illness or injury, or an Employee is absent on personal leave the day before or after a</p> |

| | | |
|--|---|--|
| | <p>purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.</p> <p>[s 99] Payment for paid personal/carer's leave If, in accordance with this Subdivision, an employee takes a period of paid personal/carer's leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.</p> <p>[s 100] Paid personal/carer's leave must not be cashed out except in accordance with permitted cashing out terms Paid personal/carer's leave must not be cashed out, except in accordance with cashing out terms included in a modern award or enterprise agreement under section 101.</p> <p>[s 101] Modern awards and enterprise agreements may include terms relating to cashing out paid personal/carer's leave (1) A modern award or enterprise agreement may include terms providing for the cashing out of paid personal/carer's leave by an employee.</p> <p>(2) The terms must require that: (a) paid personal/carer's leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid personal/carer's leave being less than 15 days; and (b) each cashing out of a particular amount of paid personal/carer's leave must be by a separate agreement in writing between the employer and the employee; and (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.</p> <p>Unpaid carers leave [s 102] Entitlement to unpaid carer's leave An employee is entitled to 2 days of unpaid carer's leave for each occasion (a <i>permissible occasion</i>) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of: (a) a personal illness, or personal injury, affecting the member; or (b) an unexpected emergency affecting the member.</p> <p>[s 103] Taking unpaid carer's leave (1) An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in section 102.</p> <p>(2) An employee may take unpaid carer's leave for a particular permissible occasion as: (a) a single continuous period of up to 2 days; or (b) any separate periods to which the employee and his or her employer agree.</p> <p>(3) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.</p> <p>Compassionate leave</p> | <p>public holiday, the Employee, at the request of the Employer, must provide a medical certificate, or other reasonable evidence of injury or illness, for those absences.</p> <p>28.3.4 The Employee is entitled to payment at the Employee's Ordinary Hourly Rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of Personal Leave according to their rostered hours.</p> <p>32. CARER'S LEAVE</p> <p>32.1 Definitions</p> <p>32.1.1 Carer's Leave means leave provided in accordance with this clause.</p> <p>32.1.2 Immediate family includes:</p> <p>32.1.2.1 Spouse (including a former spouse, a de facto spouse, a same-sex spouse and a former de facto spouse) of the Employee. A de facto spouse, in relation to a person, means a person to whom the first mentioned person lives with on a bone fide domestic basis (although not legally married to that person); and</p> <p>32.1.2.2 child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.</p> <p>32.1.3 Personal Leave means leave provided for in accordance with clause 28.</p> <p>32.2 Paid Carer's Leave</p> <p>32.2.1 Paid carer's leave is included in the personal leave credit referred to in clause 28. The paid carer's leave referred to in this clause is not in addition to the personal leave entitlement set out in clause 28.</p> <p>32.2.2 An Employee (other than a casual Employee) with responsibilities in relation to either members of the Employee's immediate family or household who need the Employee's care or support for such persons when they are ill, injured or have an unexpected emergency is entitled to up to ten (10) days paid carer's leave in accordance with the NES.</p> <p>32.2.3 The Employee must, if required by the Employer, establish by production of a medical certificate, statutory declaration, or other reasonable form of evidence, the illness, injury or unexpected</p> |
|--|---|--|

| | | |
|--|--|---|
| | <p>[s 104] Entitlement to compassionate leave An employee is entitled to 2 days of compassionate leave for each occasion (a <i>permissible occasion</i>) when a member of the employee's immediate family, or a member of the employee's household:</p> <p>(a) contracts or develops a personal illness that poses a serious threat to his or her life; or (b) sustains a personal injury that poses a serious threat to his or her life; or (c) dies.</p> <p>[s 105] Taking compassionate leave (1) An employee may take compassionate leave for a particular permissible occasion if the leave is taken: (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in section 104; or (b) after the death of the member of the employee's immediate family or household referred to in section 104.</p> <p>(2) An employee may take compassionate leave for a particular permissible occasion as: (a) a single continuous 2 day period; or (b) 2 separate periods of 1 day each; or (c) any separate periods to which the employee and his or her employer agree.</p> <p>(3) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists. Note: The notice and evidence requirements of section 107 must be complied with.</p> <p>[s 106] Payment for compassionate leave (other than for casual employees) If, in accordance with this Subdivision, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. Note: For casual employees, compassionate leave is unpaid leave.</p> <p>[s 107] Notice and evidence requirements <i>Notice</i> (1) An employee must give his or her employer notice of the taking of leave under this Division by the employee. (2) The notice: (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and (b) must advise the employer of the period, or expected period, of the leave.</p> <p><i>Evidence</i> (3) An employee who has given his or her employer notice of the taking of leave under this Division must, if required by the employer, give the employer evidence that would satisfy a reasonable person that: (a) if it is paid personal/carer's leave--the leave is taken for a reason specified in section 97; or</p> | <p>emergency of the person concerned.</p> <p>32.2.4 In normal circumstances an Employee must not take carer's leave where another person has taken leave to care for the same person.</p> <p>32.2.5 The Employee must, where practicable, give the Employer notice prior to their absence of their intention to take leave, the name of the person requiring care and that person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer by telephone of such absence in accordance with this clause at the first opportunity on the day of the absence.</p> <p>32.2.6 The amount of carer's leave taken is to be deducted from the amount of the Employee's personal leave credit.</p> <p>32.3 Unpaid Carer's Leave An Employee can take two (2) days of unpaid leave for the purpose of providing care to an immediate family or household member, if the Employee has exhausted their paid personal and carer's leave. This entitlement extends to casual Employees.</p> <p>35. COMPASSIONATE LEAVE</p> <p>35.1 Entitlement to compassionate leave will be in accordance with the NES.</p> <p>35.2 Compassionate leave will consist of two (2) days paid leave (for all permanent Employees) on each permissible occasion.</p> <p>35.3 The Employer, at its sole discretion, may grant additional paid leave on compassionate grounds.</p> |
|--|--|---|

| | | | | | | | | | | | | |
|-------------------------------|---|---|---------------|-----------|---------------|------------------|-------------|------------|---------------------------|---------------|---------------|------------|
| | <p>(b) if it is unpaid carer's leave--the leave is taken for a permissible occasion in circumstances specified in subsection 103(1); or</p> <p>(c) if it is compassionate leave--the leave is taken for a permissible occasion in circumstances specified in subsection 105(1).</p> <p><i>Compliance</i></p> <p>(4) An employee is not entitled to take leave under this Division unless the employee complies with this section.</p> <p><i>Modern awards and enterprise agreements may include evidence requirements</i></p> <p>(5) A modern award or enterprise agreement may include terms relating to the kind of evidence that an employee must provide in order to be entitled to paid personal/carer's leave, unpaid carer's leave or compassionate leave.</p> <p>Note: Personal information given to an employer under this section may be regulated under the <i>Privacy Act 1988</i></p> | | | | | | | | | | | |
| <p>Public Holidays</p> | <p>[cl 34.1] Public holidays are provided for in the NES (see below).</p> <p>[cl 34.2] An employer and a majority of employees may agree to substitute another day for a public holiday. If either the public holiday or the substitute day is worked, public holiday penalties must be paid. If both days are worked, one day at the election of the employee must be paid at public holiday rates.</p> <p>NES Entitlement:</p> <p>[s 114] Entitlement to be absent from employment on public holiday</p> <p><i>Employee entitled to be absent on public holiday</i></p> <p>(1) An employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.</p> <p><i>Reasonable requests to work on public holidays</i></p> <p>(2) However, an employer may request an employee to work on a public holiday if the request is reasonable.</p> <p>(3) If an employer requests an employee to work on a public holiday, the employee may refuse the request if:</p> <p>(a) the request is not reasonable; or</p> <p>(b) the refusal is reasonable.</p> <p>(4) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:</p> <p>(a) the nature of the employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee;</p> <p>(b) the employee's personal circumstances, including family responsibilities;</p> <p>(c) whether the employee could reasonably expect that the employer might request work on the public holiday;</p> <p>(d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;</p> | <p>27. PUBLIC HOLIDAYS</p> <p>27.1 This section is to be read subject to the provisions of the Fair Work Act.</p> <p>27.2 All work on Public Holidays will be worked by Employees on a voluntary basis. If, however, there are insufficient volunteers to work on a Public Holiday, to the extent permitted by the Fair Work Act, the Employer will nominate Employees to work and such Employees will be required to work.</p> <p>27.3 If a permanent Employee is not required by the Employer to work any part of the Employee's Ordinary Hours of Work on a Public Holiday, the Employee is entitled to be absent from work on that Public Holiday. An Employee absent from work on a Public Holiday in accordance with this clause must be paid the appropriate wages for the number of ordinary hours that the Employee would have worked if it had not been a Public Holiday.</p> <p>27.4 Where a permanent Employee is absent from employment on the working day before or after a public holiday without reasonable excuse or without the consent of the Employer, the Employee is not entitled to payment for the Public Holiday.</p> <p>27.5 Public Holidays are the days (or substitute days) on which the following holidays are observed:</p> <table border="0" data-bbox="1384 1177 2087 1310"> <tr> <td>New Years Day</td> <td>Anzac Day</td> </tr> <tr> <td>Australia Day</td> <td>Queen's Birthday</td> </tr> <tr> <td>Good Friday</td> <td>Labour Day</td> </tr> <tr> <td>The day after Good Friday</td> <td>Christmas Day</td> </tr> <tr> <td>Easter Monday</td> <td>Boxing Day</td> </tr> </table> <p>27.6 Where Public Holidays are legislated in the State that the Employee works on days other than and in addition to those set out above, those days or part-days will</p> | New Years Day | Anzac Day | Australia Day | Queen's Birthday | Good Friday | Labour Day | The day after Good Friday | Christmas Day | Easter Monday | Boxing Day |
| New Years Day | Anzac Day | | | | | | | | | | | |
| Australia Day | Queen's Birthday | | | | | | | | | | | |
| Good Friday | Labour Day | | | | | | | | | | | |
| The day after Good Friday | Christmas Day | | | | | | | | | | | |
| Easter Monday | Boxing Day | | | | | | | | | | | |

| | | |
|--|--|---|
| | <p>(e) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork);</p> <p>(f) the amount of notice in advance of the public holiday given by the employer when making the request;</p> <p>(g) in relation to the refusal of a request—the amount of notice in advance of the public holiday given by the employee when refusing the request;</p> <p>(h) any other relevant matter.</p> <p>[s 115] Meaning of public holiday <i>The public holidays</i> (1) The following are public holidays:</p> <ul style="list-style-type: none"> (a) each of these days: <ul style="list-style-type: none"> (i) 1 January (New Year’s Day); (ii) 26 January (Australia Day); (iii) Good Friday; (iv) Easter Monday; (v) 25 April (Anzac Day); (vi) the Queen’s birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory); (vii) 25 December (Christmas Day); (viii) 26 December (Boxing Day); (b) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday. <p><i>Substituted public holidays under State or Territory laws</i> (2) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subsection (1), then the substituted day or part-day is the public holiday.</p> <p>(3) A modern award or enterprise agreement may include terms providing for an employer and employee to agree on the substitution of a day or part-day for a day or part-day that would otherwise be a public holiday because of subsection (1) or (2).</p> <p><i>Substituted public holidays under modern awards and enterprise agreements</i> (4) An employer and an award/agreement free employee may agree on the substitution of a day or part-day for a day or part-day that would otherwise be a public holiday because of subsection (1) or (2).</p> <p>Note: This Act does not exclude State and Territory laws that deal with the declaration, prescription or substitution of public holidays, but it does exclude State and Territory laws that relate to the rights and obligations of an employee or employer in relation to public holidays (see paragraph 27(2)(j)).</p> <p>[s 116] Payment for absence on public holiday If, in accordance with this Division, an employee is absent from his or her employment on a day or part-day that is a public holiday, the employer must pay the employee at the</p> | <p>constitute additional Public Holidays for the purposes of this clause.</p> <p>27.7 The relevant Employer and the majority of Employees in an establishment may agree to substitute another day for a Public Holiday. If either the Public Holiday or the substitute day is worked, Public Holiday penalties prescribed by this clause will be paid, and if both days are worked, one day at the election of the Employee must be paid at the Public Holiday penalty rates.</p> <p>27.8 For designated trading days on a Public Holiday, as a first step the Employer will call for volunteers to work. If, however, there are insufficient volunteers, to the extent permitted by the Fair Work Act, the Employer will nominate Employees to work and such Employees will be required to work.</p> <p>27.9 For part-time Employees it is agreed that rosters should not be altered to avoid penalties or payment for Public Holidays.</p> <p>27.10 The Employer will not change an Employee’s roster to avoid payment for a public holiday.</p> <p>Non-Working Day Benefit</p> <p>27.11 Where a full-time Employee’s non-working day falls on a public holiday they will receive by mutual agreement either:</p> <ul style="list-style-type: none"> (i) another day off with pay within twenty eight (28) days after the holiday falls; (ii) payment of an additional day’s wages; or (iii) an additional day of annual leave. <p>27.12 A part-time Employee will be entitled to the non-working day benefit above where:</p> <ul style="list-style-type: none"> (i) they work an average of twenty (20) days per four (4) week cycle; or (ii) they work an alternating roster and the public holiday falls on a day on which the Employee works, or systematically works, as part of their roster cycle. <p>27.13 This clause does not apply to any public holiday that falls on a Saturday or Sunday.</p> <p>NOTE</p> <p>EA includes non-working day benefit</p> |
|--|--|---|

| | | |
|---------------------------------------|---|---|
| | <p>employee's base rate of pay for the employee's ordinary hours of work on the day or part-day.</p> <p>Note: If the employee does not have ordinary hours of work on the public holiday, the employee is not entitled to payment under this section. For example, the employee is not entitled to payment if the employee is a casual employee who is not rostered on for the public holiday, or is a part-time employee whose part-time hours do not include the day of the week on which the public holiday occurs.</p> | |
| <p>Community service leave</p> | <p>[cl 35] Community service leave is provided for in the NES.</p> <p>NES Entitlements:</p> <p>[s 108] Entitlement to be absent from employment for engaging in eligible community service activity</p> <p>An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:</p> <p>(a) the period consists of one or more of the following:</p> <ul style="list-style-type: none"> (i) time when the employee engages in the activity; (ii) reasonable travelling time associated with the activity; (iii) reasonable rest time immediately following the activity; and <p>(b) unless the activity is jury service—the employee's absence is reasonable in all the circumstances.</p> <p>[s 109] Meaning of <i>eligible community service activity</i></p> <p><i>General</i></p> <p>(1) Each of the following is an eligible community service activity:</p> <ul style="list-style-type: none"> (a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or (b) a voluntary emergency management activity (see subsection (2)); or (c) an activity prescribed in regulations made for the purpose of subsection (4). <p><i>Voluntary emergency management activities</i></p> <p>(2) An employee engages in a voluntary emergency management activity if, and only if:</p> <ul style="list-style-type: none"> (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and | <p>36. COMMUNITY SERVICE LEAVE</p> <p>36.1 In accordance with the NES, employees will be entitled Community Service Leave.</p> <p>36.2 Jury Service Leave - Employees, other than casuals will be entitled to be absent from their employment for a period because of jury service and will be paid at the base rate of pay for their Ordinary Hours of Work during that period, less the amount paid to the employee by the Court in which jury service is being performed, for a maximum of ten (10) days.</p> <p>36.3 The employee will provide reasonable evidence as required by the Employer for any period of Community Service Leave in accordance with the NES.</p> |

- (b) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
- (c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
- (d) either:
 - (i) the employee was requested by or on behalf of the body to engage in the activity; or
 - (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

(3) A **recognised emergency management body** is:

- (a) a body, or part of a body, that has a role or function under a plan that:
 - (i) is for coping with emergencies and/or disasters; and
 - (ii) is prepared by the Commonwealth, a State or a Territory; or
 - (b) a fire-fighting, civil defence or rescue body, or part of such a body; or
 - (c) any other body, or part of a body, a substantial purpose of which involves:
 - (i) securing the safety of persons or animals in an emergency or natural disaster; or
 - (ii) protecting property in an emergency or natural disaster; or
 - (iii) otherwise responding to an emergency or natural disaster; or
 - (d) a body, or part of a body, prescribed by the regulations;
- but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under this Division.

Regulations may prescribe other activities

- (4) The regulations may prescribe an activity that is of a community service nature as an eligible community service activity.

[s 110] Notice and evidence requirements

Notice

(1) An employee who wants an absence from his or her employment to be covered by this Division must give his or her employer notice of the absence.

(2) The notice:

- (a) must be given to the employer as soon as practicable (which may be a time after the absence has started); and
- (b) must advise the employer of the period, or expected period, of the absence.

Evidence

(3) An employee who has given his or her employer notice of an absence under subsection (1) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

Compliance

(4) An employee's absence from his or her employment is not covered by this Division unless the employee complies with this section.

Note: Personal information given to an employer under this section may be regulated under the Privacy Act 1988 .

[s 111] Payment to employees (other than casuals) on jury service

Application of this section

(1) This section applies if:

- (a) in accordance with this Division, an employee is absent from his or her employment for a period because of jury service; and
- (b) the employee is not a casual employee.

Employees to be paid base rate of pay

(2) Subject to subsections (3), (4) and (5), the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

Evidence

(3) The employer may require the employee to give the employer evidence that would satisfy a reasonable person:

- (a) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
- (b) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.

(4) If, in accordance with subsection (3), the employer requires the employee to give the employer the evidence referred to in that subsection:

- (a) the employee is not entitled to payment under subsection (2) unless the employee provides the evidence; and
- (b) if the employee provides the evidence—the amount payable to the employee under subsection (2) is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.

| | | |
|---|--|---|
| | <p><i>Payment only required for first 10 days of absence</i></p> <p>(5) If an employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than 10 days in total:</p> <p>(a) the employer is only required to pay the employee for the first 10 days of absence; and</p> <p>(b) the evidence provided in response to a requirement under subsection (3) need only relate to the first 10 days of absence; and</p> <p>(c) the reference in subsection (4) to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first 10 days of absence.</p> <p><i>Meaning of jury service pay</i></p> <p>(6) Jury service pay means an amount paid in relation to jury service under a law of the Commonwealth, a State or a Territory, other than an amount that is, or that is in the nature of, an expense-related allowance.</p> <p><i>Meaning of jury service summons</i></p> <p>(7) Jury service summons means a summons or other instruction (however described) that requires a person to attend for, or perform, jury service.</p> <p>[s 112] State and Territory laws that are not excluded</p> <p>(1) This Act is not intended to apply to the exclusion of laws of a State or Territory that provide employee entitlements in relation to engaging in eligible community service activities, to the extent that those entitlements are more beneficial to employees than the entitlements under this Division.</p> | |
| <p>Leave to deal with Family and Domestic Violence</p> | <p>[cl 36.1] This clause applies to all employees, including casuals.</p> <p>[cl 36.2] Definitions</p> <p>(a) In this clause:</p> <p>family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.</p> <p>family member means:</p> <p>(i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or</p> <p>(ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or</p> <p>(iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.</p> <p>(b) A reference to a spouse or de facto partner in the definition of family member in clause 36.2(a) includes a former spouse or de facto partner.</p> <p>[cl 36.3] Entitlements to unpaid leave</p> <p>An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:</p> <p>(a) the leave is available in full at the start of each 12 month period of the employee's employment; and</p> | <p>29. FAMILY AND DOMESTIC VIOLENCE LEAVE</p> <p>Eligible Employees are entitled to family and domestic violence leave in accordance with Schedule D</p> <p style="text-align: center;">Schedule D - Domestic Violence Leave</p> <p>FAMILY AND DOMESTIC VIOLENCE</p> <p>1. Definition</p> <p>For the purpose of this Policy:</p> <p>Family and Domestic violence is any violent, threatening or other abusive behaviour by a person to control or dominate a current or former partner or member of the person's family or household being physical, sexual, financial, emotional or psychological abuse, threats or coercion.</p> <p>Examples of behaviour that may constitute family and domestic violence can include (but are not limited to):</p> <ol style="list-style-type: none"> a. assault; b. sexual assault or other sexually abusive behaviour; c. stalking; |

(b) the leave does not accumulate from year to year; and
(c) is available in full to part-time and casual employees.
Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.
2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

[cl 36.5] Taking unpaid leave
An employee may take unpaid leave to deal with family and domestic violence if the employee:
(a) is experiencing family and domestic violence; and
(b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.
Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

[cl 36.5] Service and continuity
The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

[cl 36.6] Notice and evidence requirements
(a) Notice
An employee must give their employer notice of the taking of leave by the employee under clause 36. The notice:
(i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
(ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence
An employee who has given their employer notice of the taking of leave under clause 36 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 36.4.
Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

[cl 36.7] Confidentiality
(a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 36.6 is treated confidentially, as far as it is reasonably practicable to do so.
(b) Nothing in clause 36 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.
Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information

[cl 36.8] Compliance

- d. repeated derogatory taunts;
- e. intentional damaging or destroying of property; and/or
- f. unlawful deprivation of liberty.

Employee includes full-time, part-time and casual employees. Casual employees must be employed on a regular and systematic basis for at least 12 months, and have a reasonable expectation of continuing employment.
Sensitive personal information means information that identifies the employee and discloses their experience of being subjected to family and domestic violence.

2. Personal Leave associated with Family and Domestic Violence

- 2.1 A permanent employee is entitled to take five (5) days per year of paid personal leave, and a casual employee is entitled to take five (5) unpaid days per year, for the purpose of attending activities, which are related to the experience of being subjected to family and domestic violence. Leave may be taken to attend:
 - 2.1.1 legal proceedings;
 - 2.1.2 counselling;
 - 2.1.3 appointments with medical, financial or legal professionals;
 - 2.1.4 to relocation or making other safety arrangements; and/or
 - 2.1.5 other activities which in the opinion of the Company are reasonably supported by access to leave associated with family and domestic violence.
- 2.2 An employee's entitlement to personal leave associated with family and domestic violence:
 - 2.2.1 accrues progressively during a year of service according to the employee's ordinary hours of work;
 - 2.2.2 does not accumulate from year to year;
 - 2.2.3 is payable at the base rate of pay applicable to the classification of the employee;
 - 2.2.4 is not payable on termination; and
 - 2.2.5 is conditioned upon compliance and notice evidence requirements.
- 2.3 Upon exhaustion of the leave entitlement in clause 2.1, employees may access, with the Company's agreement, up to two (2) unpaid days of personal leave related to the experience of being subjected to family and domestic violence.
- 2.4 Paid or unpaid personal leave associated with family and domestic violence may be taken as:
 - 2.4.1 a continuous period;
 - 2.4.2 a single period of one day;

| | | |
|--|---|--|
| | <p>An employee is not entitled to take leave under clause 36 unless the employee complies with clause 36.</p> | <p>2.4.3 any separate period/s of less than one day on which the Company and the employee agree.</p> <p>2.5 An employee will not suffer discrimination or adverse action if they disclose an experience of family or domestic violence.</p> <p>3. Notice and Evidentiary Requirements</p> <p>3.1 The employee must give the Company notice as soon as reasonably practicable of their request to take paid or unpaid personal leave associated with family and domestic violence under this schedule.</p> <p>3.2 The employee must advise the Company of the period, or expected period of the leave.</p> <p>3.3 If required by the Company, the employee must provide evidence that would satisfy a reasonable person that the paid or unpaid personal leave associated with family and domestic violence is for the stated purpose and it was impracticable to attend outside work time. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service, a lawyer or a statutory declaration.</p> <p>3.4 Sensitive personal information provided by the employee to the Company for the purposes of seeking leave under this Policy will be kept confidential to the fullest extent possible, except where disclosure is required by law or to prevent a serious threat to the life, health and safety of any individual.</p> <p>4 Other</p> <p>4.1 A trained contact officer shall be appointed to provide a point of first contact for employees experiencing family and domestic violence. Contact details of the trained contact officer will be provided on the Employer’s intranet and are available from each Store Manager.</p> <p>4.2 The Employer will ensure that all employees have access to the family and domestic violence pack which includes this schedule.</p> <p>NOTE</p> <ul style="list-style-type: none"> • EA provides access to 5 days of personal leave, followed by 2 days of unpaid leave • EA provides details of a trained contact officer |
| <p>Schedule B - Classifications</p> | <p>B.1 Retail Employee Level 1</p> | <p>8.1 Shop Assistant is a position classification for an Employee engaged in or about the supermarket or store in all or any of the following classes of work:</p> |

| | | |
|--|---|--|
| | <p>B.1.1 An employee performing one or more of the following functions at a retail establishment:</p> <ul style="list-style-type: none"> • the receiving and preparation for sale and or display of goods in or about any shop; • the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions or produce for sale; • the display, shelf filling, replenishing or any other method of exposure or presentation for sale of goods; • the sale or hire of goods by any means; • the receiving, arranging or making payment by any means; • the recording by any means of a sale or sales; • the wrapping or packing of goods for despatch and the despatch of goods; • the delivery of goods; • window dressing and merchandising; • loss prevention; • demonstration of goods for sale; • the provision of information, advice and assistance to customers; • the receipt, preparation, packing of goods for repair or replacement and the minor repair of goods; • all directly employed persons engaged in retail stores in cleaning, store greeting, security, lift attending, store cafeterias and food services; • Clerical Assistants functions Level 1; or • work which is incidental to or in connection with any of the above. <p>B.1.2 Retail Employees will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning. The cleaning of toilets is not incidental cleaning except in the case of a take away food establishment.</p> <p>B.1.3 Indicative job titles which are usually within the definition of a Retail Employee Level 1 are:</p> <ul style="list-style-type: none"> • Shop Assistant, • Clerical Assistant, • Check-out Operator, • Store Worker, • Reserve Stock Hand, • Driver, • Boot/Shoe Repairer (Not Qualified), • Window Dresser (Not Qualified), • LPO, • Photographic Employee, • Store Greeter, • Assembler, • Ticket Writer (Not Qualified), • Trolley Collector, | <ul style="list-style-type: none"> (a) weighing, price marking, wrapping and/or dispatching of goods and slicing meat for the purpose of service in the service deli; (b) replenishing and/or maintaining stocks of goods, including stock fillers; (c) generally assisting on the floor of the shop or shop assistant (as defined); and (d) making direct sales to the public and in doing so accepting payment for goods sold. |
|--|---|--|

- Video Hire Worker,
- Telephone Order Salesperson,
- Door-to-door Salesperson, or Retail Outdoor Salesperson, and,
- Demonstrator and/or Merchandiser not elsewhere classified (including a Demonstrator and/or Merchandiser who is not a direct employee of the retailer).

B.1.4 Clerical Assistant means an employee accountable for clerical and office tasks as directed within the skill levels set out.

B.1.5 Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.

B.1.6 Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.

B.1.7 Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

B.1.8 Indicative typical duties and skills at this level may include: reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors;

- maintenance of basic records;
- filing, collating, photocopying etc;
- handling or distributing mail including messenger service;
- recording, matching, checking and batching of accounts, invoices, orders, store requisitions etc; or
- the operation of keyboard and other allied equipment in order to achieve competency as prescribed in Level 2.

B.2 Retail Employee Level 2

B.2.1 An employee performing work at a retail establishment at a higher skill level than a Retail Employee Level 1.

B.2.2 Indicative job titles which are usually within the definition of a Retail Employee Level 2 include:

- Forklift Operator,
- Ride on Equipment Operator.

B.3 Retail Employee Level 3

8.2 Clerical Assistant means an employee accountable for basic clerical and office tasks under closer direction using established practices procedures and instructions. Employees at this level may include new recruits with limited relevant experience. Duties may include reception, switchboard, maintaining records (financial or otherwise), use of software packages and/or creating and maintaining financial summaries and reports.

| | | |
|--|---|---|
| | <p>B.3.1 An employee performing work at a retail establishment at a higher level than a Retail Employee Level 2.</p> <p>B.3.2 Indicative of the tasks which might be required at this level are the following:</p> <ul style="list-style-type: none"> • Supervisory assistance to a designated section manager or team leader, • Opening and closing of premises and associated security, • Security of cash, or • Fitting of surgical corset. <p>B.3.3 Indicative job titles which are usually within the definition of a Retail Employee 3 include:</p> <ul style="list-style-type: none"> • Machine operators, • 2IC to Dept Manager, • Senior Salesperson, • Corsetiere, • Driver Selling Stock, • Cook (Not Qualified) in a cafeteria, • Senior LPO, including an armed LPO, • LPO Supervisor, • Designated second-in-charge of a section (i.e. senior sales assistant), • Designated second-in-charge to a service supervisor, or • Person employed alone, with responsibilities for the security and general running of a shop. <p>B.4 Retail Employee Level 4</p> <p>B.4.1 An employee performing work at a retail establishment at a higher level than a Retail Employee Level 3.</p> <p>B.4.2 Indicative of the tasks which might be required at this level are the following:</p> <ul style="list-style-type: none"> • Management of a defined section/department, • Supervision of up to 4 sales staff (including self), • Stock control, • Buying/ordering requiring the exercise of discretion as to price, quantity, quality etc., • An employee who is required to utilise the skills of a trades qualification for the majority of the time in a week, or • Clerical functions Level 2. <p>B.4.3 Indicative job titles which are usually within the definition of a Retail Employee 4 include:</p> <p>[B.4.3 varied by PR992724 ppc 29Jan10]</p> <ul style="list-style-type: none"> • An Assistant, Deputy, or 2IC Shop Manager of a shop without Departments, • An employee who is required to utilise the skills of a trades qualified person for the majority of the time in a week. This includes: Butcher, Baker, Pastry Cook, Florist, | <p>8.4 Baker means an employee who holds a relevant trade qualification as a baker and is required to utilise the skills of that trade qualification for the majority of the time in a week.</p> |
|--|---|---|

- An employee who has completed an appropriate trades course or holds an appropriate Certificate III and is required to use their qualifications in the course of their work,
- A Qualified Auto Parts and Accessories Salesperson,
- A Window Dresser (Cert III or equivalent experience),
- A Boot/Shoe Repairer (Cert III),
- A Shiftwork Supervisor,
- Section/Department manager with up to 2 employees (including self),
- Service Supervisor of up to 15 employees,
- Nightfill Supervisor/Leader.

B.4.4 Clerical Officer Level 2 characteristics:

- This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction.
- Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the employee to exercise limited judgment and initiative within the range of their skills and knowledge.
- The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

B.4.5 Indicative typical duties and skills at this level may include:

- Reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation and use of interpersonal skills are a key aspect of the position.
- Operation of computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, dictaphone equipment, typewriter.
- Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents.
- Stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment.
- Copy typing and audio typing.
- Maintenance of records and/or journals including initial processing and recording relating to the following:
 - (i) reconciliation of accounts to balance;
 - (ii) incoming/outgoing cheques;
 - (iii) invoices;
 - (iv) debit/credit items;
 - (v) payroll data;
 - (vi) petty cash Imprest System;
 - (vii) letters etc.

- Computer application involving use of a software package which may include one or more of the following functions:
 - (i) create new files and records;
 - (ii) spreadsheet/worksheet;
 - (iii) graphics;
 - (iv) accounting/payroll file;
 - (v) following standard procedures and using existing models/fields of information.
- Arrange routine travel bookings and itineraries, make appointments.
- Provide general advice and information on the organisation's products and services, e.g. front counter/telephone.

B.5 Retail Employee Level 5

B.5.1 An employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 4.

B.5.2 Indicative job titles which are usually within the definition of a Retail Employee 5 include:

- A tradesperson in charge of other tradespersons within a section or department,
- Service Supervisor (more than 15 employees).

B.6 Retail Employee Level 6

B.6.1 An employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 5.

B.6.2 Indicative job titles which are usually within the definition of a Retail Employee 6 include:

- Section/Department manager with 5 or more employees (including self),
- Manager/Duty Manager in a shop without Departments/Sections (may be under direction of person not exclusively involved in shop management),
- Assistant or Deputy or 2IC Shop Manager of a shop with Departments/Sections,
- Clerical Officer Level 3.

B.6.3 Clerical Officer Level 3 characteristics:

- Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work. Employees require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.
- Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

B.6.4 Indicative typical duties and skills at this level may include:

- Prepare cash payment summaries, banking report and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger.

8.3 Clerk means an employee who has achieved a standard to be able to perform specialised or nonroutine tasks or features of the work. Employees at this level will require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgement in carrying out their assigned duties. Duties may include preparing basic financial reports, providing specialised advice, and using specialised computer software packages to create or maintain records and prepare reports

- Provide specialised advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
- *Apply one or more computer software packages developed for a micro personal computer or a central computer resource to either/or:
 - (i) create new files and records;
 - (ii) maintain computer based records management systems;
 - (iii) identify and extract information from internal and external sources;
 - (iv) use of advanced word processing/keyboard functions.
- Arrange travel bookings and itineraries; make appointments; screen telephone calls; respond to invitations; organise internal meetings on behalf of executive(s); establish and maintain reference lists/personal contact systems for executive(s).
- Application of specialist terminology/processes in professional offices.

*NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.

B.7 Retail Employee Level 7

B.7.1 An employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 6.

B.7.2 Indicative job titles which are usually within the definition of a Retail Employee Level 7 include:

- Visual Merchandiser (diploma),
- Clerical Officer Level 4.

B.7.3 Clerical Officer Level 4 characteristics:

- Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility. They would require only limited guidance or direction and would normally report to more senior staff as required. Whilst not a pre-requisite, a principal feature of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordinating work flow, checking progress, quality of work and resolving problems.
- They exercise initiative, discretion and judgment at times in the performance of their duties.
- They are able to train employees in Clerical Levels 1–3 by personal instruction and demonstration.

B.7.4 Indicative typical duties and skills at this level may include:

- Secretarial/Executive support services which may include the following: maintain executive diary; attend executive/organisational meetings and take minutes; establish and/or maintain current working and personal filing systems for executive; answer executive correspondence from verbal or handwritten instructions.

- Able to prepare financial/tax schedules, calculate costings and/or wage and salary requirements; complete personnel/payroll data for authorisation; reconciliation of accounts to balance.
- Advise on/provide information on one or more of the following:
 - (i) employment conditions
 - (ii) workers compensation procedures and regulations
 - (iii) superannuation entitlements, procedures and regulations
- *Apply one or more computer software packages, developed for a micro personal computer or a central computer resource to either/or:
 - (i) create new files and records;
 - (ii) maintain computer based management systems;
 - (iii) identify and extract information from internal and external sources;
 - (iv) use of advanced word processing/keyboard functions.

*NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.

B.8 Retail Employee Level 8

B.8.1 An employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 7.

B.8.2 A person with a Diploma qualification.

B.8.3 Indicative job titles which are usually within the definition of a Retail Employee 8 include:

- A Shop Manager of a shop with Departments/Sections, or
- Clerical Officer Level 5.

B.8.4 Clerical Officer Level 5 characteristics:

- Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.
- Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.
- They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, in terms of, among other things, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.
- They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They would also be able to assist in the delivery of training courses. They often exercise initiative, discretion and judgment in the performance of their duties.
- The possession of relevant post secondary qualifications may be appropriate but not essential.

| | | |
|----------------------------|--|---|
| | <p>B.8.5 Indicative typical duties and skills at this level may include:</p> <ul style="list-style-type: none"> • Apply knowledge of organisation’s objectives, performance, projected areas of growth, product trends and general industry conditions. • Application of computer software packages within either a micropersonal computer or a central computer resource including the integration of complex word processing/desktop publishing, text and data documents. • Provide reports for management in any or all of the following areas: <ul style="list-style-type: none"> (i) account/financial (ii) staffing (iii) legislative requirements (iv) other company activities. • Administer individual executive salary packages, travel expenses, allowances and company transport; administer salary and payroll requirements of the organisation. | |
| <p>Traineeships</p> | <p>Schedule E—School-based Apprentices</p> <p>E.1 This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.</p> <p>E.2 A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.</p> <p>E.3 The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.</p> <p>E.4 For the purposes of clause E.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.</p> <p>E.5 A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.</p> <p>E.6 For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.</p> <p>E.7 The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.</p> <p>E.8 School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression if provided for in this award.</p> | <p>14. TRAINEES</p> <p>Trainees will be paid in accordance with the rates set out in Schedule A of this Agreement despite the Employee’s Trainee status.</p> <p>NOTE Trainees paid EA rates</p> |

| | <p>E.9 The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.</p> <p>E.10 If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.</p> <p>E.11 School-based apprentices are entitled pro rata to all of the other conditions in this award.</p> | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------------------|--|---|-------------------|-----------------------|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| <p>Supported Wages</p> | <p>Schedule C—Supported Wage System</p> <p>C.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.</p> <p>C.2 In this schedule:</p> <p>approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual’s productive capacity within the supported wage system</p> <p>assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system</p> <p>disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the <i>Social Security Act 1991</i> (Cth), as amended from time to time, or any successor to that scheme</p> <p>relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged</p> <p>supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au</p> <p>SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee’s productive capacity and agreed wage rate</p> <p>C.3 Eligibility criteria</p> <p>C.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.</p> | <p>22. SUPPORTED WAGE PROVISIONS</p> <p>The Supported Wages provisions contained in the General Retail Industry Award 2010 and the Clerks (Private Sector) Award 2010 will apply during the life of this Agreement. Employees who are entitled to supported wages in accordance with these provisions will be paid the following applicable percentage of the wages contained in this Agreement:</p> <table border="1" data-bbox="1456 750 2105 1053"> <thead> <tr> <th>Assessed capacity</th> <th>Relevant minimum wage</th> </tr> <tr> <th>%</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>10</td> <td>10</td> </tr> <tr> <td>20</td> <td>20</td> </tr> <tr> <td>30</td> <td>30</td> </tr> <tr> <td>40</td> <td>40</td> </tr> <tr> <td>50</td> <td>50</td> </tr> <tr> <td>60</td> <td>60</td> </tr> <tr> <td>70</td> <td>70</td> </tr> <tr> <td>80</td> <td>80</td> </tr> <tr> <td>90</td> <td>90</td> </tr> </tbody> </table> | Assessed capacity | Relevant minimum wage | % | % | 10 | 10 | 20 | 20 | 30 | 30 | 40 | 40 | 50 | 50 | 60 | 60 | 70 | 70 | 80 | 80 | 90 | 90 |
| Assessed capacity | Relevant minimum wage | | | | | | | | | | | | | | | | | | | | | | | |
| % | % | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | 10 | | | | | | | | | | | | | | | | | | | | | | | |
| 20 | 20 | | | | | | | | | | | | | | | | | | | | | | | |
| 30 | 30 | | | | | | | | | | | | | | | | | | | | | | | |
| 40 | 40 | | | | | | | | | | | | | | | | | | | | | | | |
| 50 | 50 | | | | | | | | | | | | | | | | | | | | | | | |
| 60 | 60 | | | | | | | | | | | | | | | | | | | | | | | |
| 70 | 70 | | | | | | | | | | | | | | | | | | | | | | | |
| 80 | 80 | | | | | | | | | | | | | | | | | | | | | | | |
| 90 | 90 | | | | | | | | | | | | | | | | | | | | | | | |

C.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

C.4 Supported wage rates

C.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

| Assessed capacity (clause C.5) | Relevant minimum wage |
|---------------------------------------|------------------------------|
| % | % |
| 10 | 10 |
| 20 | 20 |
| 30 | 30 |
| 40 | 40 |
| 50 | 50 |
| 60 | 60 |
| 70 | 70 |
| 80 | 80 |
| 90 | 90 |

C.4.2 Provided that the minimum amount payable must be not less than \$86 per week.

C.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

C.5 Assessment of capacity

C.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

C.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

C.6 Lodgement of SWS wage assessment agreement

C.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

C.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

C.7 Review of assessment

| | | |
|------------------------------------|--|----------------------------|
| | <p>The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.</p> <p>C.8 Other terms and conditions of employment Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.</p> <p>C.9 Workplace adjustment An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee’s capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.</p> <p>C.10 Trial period C.10.1 In order for an adequate assessment of the employee’s capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.</p> <p>C.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.</p> <p>C.10.3 The minimum amount payable to the employee during the trial period must be no less than \$86 per week.</p> <p>C.10.4 Work trials should include induction or training as appropriate to the job being trialled.</p> <p>C.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.</p> | |
| <p>Maximum weekly hours</p> | <p>[s 62] Maximum weekly hours <i>Maximum weekly hours of work</i> (1) An employer must not request or require an employee to work more than the following number of hours in a week unless the additional hours are reasonable: (a) for a full-time employee—38 hours; or (b) for an employee who is not a full-time employee—the lesser of: (i) 38 hours; and (ii) the employee’s ordinary hours of work in a week.</p> <p><i>Employees may refuse to work unreasonable additional hours</i></p> | <p>See clause 11 above</p> |

(2) The employee may refuse to work additional hours (beyond those referred to in paragraph (1)(a) or (b)) if they are unreasonable.

Determining whether additional hours are reasonable

(3) In determining whether additional hours are reasonable or unreasonable for the purposes of subsections (1) and (2), the following must be taken into account:

- (a) any risk to employee health and safety from working the additional hours;
- (b) the employee's personal circumstances, including family responsibilities;
- (c) the needs of the workplace or enterprise in which the employee is employed;
- (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (e) any notice given by the employer of any request or requirement to work the additional hours;
- (f) any notice given by the employee of his or her intention to refuse to work the additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- (h) the nature of the employee's role, and the employee's level of responsibility;
- (i) whether the additional hours are in accordance with averaging terms included under section 63 in a modern award or enterprise agreement that applies to the employee, or with an averaging arrangement agreed to by the employer and employee under section 64;
- (j) any other relevant matter.

Authorised leave or absence treated as hours worked

(4) For the purposes of subsection (1), the hours an employee works in a week are taken to include any hours of leave, or absence, whether paid or unpaid, that the employee takes in the week and that are authorised:

- (a) by the employee's employer; or
- (b) by or under a term or condition of the employee's employment; or
- (c) by or under a law of the Commonwealth, a State or a Territory, or an instrument in force under such a law.

[s 63] Modern awards and enterprise agreements may provide for averaging of hours of work

(1) A modern award or enterprise agreement may include terms providing for the averaging of hours of work over a specified period. The average weekly hours over the period must not exceed:

- (a) for a full-time employee—38 hours; or
- (b) for an employee who is not a full-time employee—the lesser of:
 - (i) 38 hours; and
 - (ii) the employee's ordinary hours of work in a week.

(2) The terms of a modern award or enterprise agreement may provide for average weekly hours that exceed the hours referred to in paragraph (1)(a) or (b) if the excess hours are reasonable for the purposes of subsection 62(1).

| | | |
|--|--|---|
| | <p>[s 64] Averaging of hours of work for award/agreement free employees (1) An employer and an award/agreement free employee may agree in writing to an averaging arrangement under which hours of work over a specified period of not more than 26 weeks are averaged. The average weekly hours over the specified period must not exceed: (a) for a full-time employee—38 hours; or (b) for an employee who is not a full-time employee—the lesser of: (i) 38 hours; and (ii) the employee’s ordinary hours of work in a week. (2) The agreed averaging arrangement may provide for average weekly hours that exceed the hours referred to in paragraph (1)(a) or (b) if the excess hours are reasonable for the purposes of subsection 62(1).</p> | |
| <p>Requests for flexible working arrangements</p> | <p>[s 65] Requests for flexible working arrangements <i>Employee may request change in working arrangements</i> (1) If: (a) any of the circumstances referred to in subsection (1A) apply to an employee; and (b) the employee would like to change his or her working arrangements because of those circumstances; then the employee may request the employer for a change in working arrangements relating to those circumstances.</p> <p>(1A) The following are the circumstances: (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger; (b) the employee is a carer (within the meaning of the <i>Carer Recognition Act 2010</i>); (c) the employee has a disability; (d) the employee is 55 or older; (e) the employee is experiencing violence from a member of the employee’s family; (f) the employee provides care or support to a member of the employee’s immediate family, or a member of the employee’s household, who requires care or support because the member is experiencing violence from the member’s family.</p> <p>(1B) To avoid doubt, and without limiting subsection (1), an employee who: (a) is a parent, or has responsibility for the care, of a child; and (b) is returning to work after taking leave in relation to the birth or adoption of the child; may request to work part-time to assist the employee to care for the child.</p> <p>(2) The employee is not entitled to make the request unless: (a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or (b) for a casual employee—the employee: (i) is a long term casual employee of the employer immediately before making the request; and (ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.</p> <p><i>Formal requirements</i></p> | <p>Provided for in NES but not referred to in EA</p> <p>7. NATIONAL EMPLOYMENT STANDARDS</p> <p>This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency</p> |

| | | |
|------------------------------|---|--|
| | <p>(3)The request must: (a) be in writing; and (b) set out details of the change sought and of the reasons for the change.</p> <p><i>Agreeing to the request</i></p> <p>(4) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.</p> <p>(5) The employer may refuse the request only on reasonable business grounds.</p> <p>(5A) Without limiting what are reasonable business grounds for the purposes of subsection (5), reasonable business grounds include the following: (a) that the new working arrangements requested by the employee would be too costly for the employer; (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee; (c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee; (d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity; (e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.</p> <p>(6) If the employer refuses the request, the written response under subsection (4) must include details of the reasons for the refusal.</p> <p>[s 66] State and Territory laws that are not excluded This Act is not intended to apply to the exclusion of laws of a State or Territory that provide employee entitlements in relation to flexible working arrangements, to the extent that those entitlements are more beneficial to employees than the entitlements under this Division.</p> | |
| <p>Parental leave</p> | <p>[s 70] Entitlement to unpaid parental leave An employee is entitled to 12 months of unpaid parental leave if: (a) the leave is associated with: (i) the birth of a child of the employee or the employee’s spouse or de facto partner; or (ii) the placement of a child with the employee for adoption; and (b) the employee has or will have a responsibility for the care of the child. Note: Entitlement is also affected by: (a) section 67 (which deals with length of the employee’s service); and (b) for pregnancy and birth--subsection 77A(3) (which applies if the pregnancy ends other than by the child being born alive, or if the child dies after birth); and (c) for adoption--section 68 (which deals with the age etc. of the adopted child).</p> | <p>Schedule C Parental Leave</p> <p>1. Interpretation</p> <p>1.1 Parental leave is available in accordance with the NES.</p> <p>1.2 Eligible casual Employee means a casual Employee who would be entitled to parental leave in accordance with the NES.</p> <p>2. Entitlement</p> <p>2.1 The Employer must, on becoming aware that an Employee, or an Employee’s spouse, is pregnant, or that an Employee is adopting a child, briefly inform the Employee of:</p> |

| | | |
|--|---|--|
| | | <ul style="list-style-type: none"> (a) the Employee’s entitlements under this Agreement and the NES; and (b) the Employee’s responsibility to provide various notices under this Agreement and the NES. <p>2.2 The Employer is not entitled to rely on an Employee’s failure to produce a certificate or give a notice as required by this Agreement unless the Employer establishes that this section has been complied with in relation to the Employee.</p> <p>2.3 Except as provided by this clause, an Employee who applies for parental leave must comply with any notice and evidence requirements in the NES to be entitled to parental leave.</p> |
| | <p>[s 71] The period of leave—other than for members of an employee couple who each intend to take leave <i>Application of this section</i> (1) This section applies to an employee who intends to take unpaid parental leave if: (a) the employee is not a member of an employee couple; or (b) the employee is a member of an employee couple, but the other member of the couple does not intend to take unpaid parental leave</p> <p><i>Leave must be taken in a single continuous period</i> (2) The employee must take the leave in a single continuous period. Note: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 79).</p> <p>(3) If the leave is birth-related leave for a female employee who is pregnant with, or gives birth to, the child, the period of leave may start up to 6 weeks before the expected date of birth of the child but must not start later than the date of birth of the child.</p> <p>(4) If the leave is birth-related leave but subsection (3) does not apply, the period of leave must start on the date of birth of the child. When adoption-related leave must start</p> <p><i>When adopted-related leave must start</i> (5) If the leave is adoption-related leave, the period of leave must start on the day of placement of the child. Leave may start later for employees whose spouse or de facto partner is not an employee</p> <p><i>Leave may start later for employees whose spouse or de facto partner is not an employee</i> (6) Despite subsections (3) to (5), the period of leave may start at any time within 12 months after the date of birth or day of placement of the child if: (a) the employee has a spouse or de facto partner who is not an employee; and (b) the spouse or de facto partner has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave. Note: An employee whose leave starts under subsection (6) is still entitled under section 76 to request an extension of the period of leave beyond his or her available parental leave</p> | <p>Schedule C 3. Unpaid Parental Leave</p> <p>3.1 Permanent Employees, and eligible casual Employees, are entitled to a single continuous period of 12 months unpaid parental leave if the leave is associated with:</p> <ul style="list-style-type: none"> (a) the birth of a child or the Employee or the Employee’s spouse or de facto partner; or (b) the placement of a child with the Employee for adoption; and the Employee has or will have a responsibility for the care of the child. <p>3.2 In accordance with the NES Permanent Employees, and eligible casual employees, are entitled to request a further 12 months of unpaid parental leave provided:</p> <ul style="list-style-type: none"> (a) A request to such leave must be provided in writing at least 4 weeks before the end of the available parental leave.; and (b) the Employer may only refuse a request on reasonable business grounds. <p>3.3 If requested by the Employer, a pregnant Employee who continues to work during the six (6) week period prior to the expected due date of the child must provide a medical certificate stating:</p> <ul style="list-style-type: none"> (a) whether the Employee is fit for work; and (b) whether it is inadvisable for the Employee to continue working because of illness or risks arising out of the Employee’s pregnancy or hazards connected with the position. <p>3.4 The Employer may require a pregnant Employee to take a period of unpaid parental leave if:</p> |

| | | |
|--|---|--|
| | <p>period. However, the period of leave may not be extended beyond 24 months after the date of birth or day of placement of the child (see subsection 76(7)).</p> <p>[s 72] The period of leave—members of an employee couple who each intend to take leave</p> <p><i>Application of this section</i></p> <p>(1) This section applies to an employee couple if each of the employees intends to take unpaid parental leave.</p> <p>(2) Each employee must take the leave in a single continuous period. Note: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 79).</p> <p><i>When birth-related leave must start</i></p> <p>(3) If the leave is birth-related leave:</p> <p>(a) one employee’s period of leave must start first, in accordance with the following rules:</p> <ul style="list-style-type: none"> (i) if the member of the employee couple whose period of leave starts first is a female employee who is pregnant with, or gives birth to, the child—the period of leave may start up to 6 weeks before the expected date of birth of the child, but must not start later than the date of birth of the child; (ii) if subparagraph (i) does not apply—the period of leave must start on the date of birth of the child; and <p>(b) the other employee’s period of leave must start immediately after the end of the first employee’s period of leave (or that period as extended under section 75 or 76).</p> <p><i>When adoption-related leave must start</i></p> <p>(4) If the leave is adoption-related leave:</p> <p>(a) one employee’s period of leave must start on the day of placement of the child; and</p> <p>(b) the other employee’s period of leave must start immediately after the end of the first employee’s period of leave (or that period as extended under section 75 or 76).</p> <p><i>Leave entitlement to take concurrent leave</i></p> <p>(5) If one of the employees takes a period (the first employee’s period of leave) of unpaid parental leave in accordance with paragraph (3)(a) or (4)(a), the other employee may take a period of unpaid parental leave (the concurrent leave) during the first employee’s period of leave, if the concurrent leave complies with the following requirements:</p> <p>(a) the concurrent leave must be for a period of 3 weeks or less;</p> <p>(b) unless the employer agrees as referred to in paragraph (c), the concurrent leave must not start before, and must not end more than 3 weeks after:</p> <ul style="list-style-type: none"> (i) if the leave is birth-related leave—the date of birth of the child; or (ii) if the leave is adoption-related leave—the day of placement of the child; <p>(c) if the employer agrees, the concurrent leave may (subject to paragraph (a)):</p> <ul style="list-style-type: none"> (i) start earlier than is permitted by paragraph (b); or (ii) end up to 3 weeks later than is permitted by paragraph (b). <p>(6) Concurrent leave taken by an employee:</p> <p>(a) is an exception to the rule that the employee must take his or her leave in a single continuous period (see subsection (2)); and</p> | <ul style="list-style-type: none"> (a) the Employee does not provide a medical certificate within seven (7) days of a request by the Employer; or (b) the Employee provides a medical certificate that states that the Employee is not fit for work. <p>3.5 Employees may elect to take a period of paid annual leave or long service leave during a period of unpaid parental leave. The total duration of the Employee’s absence must not exceed twelve (12) months, unless additional leave is granted by the Employer in accordance with the NES.</p> <p>3.6 A period of concurrent parental leave may be taken by an Employee and the Employee’s spouse or de facto partner in accordance with the NES. An Employee’s entitlement to Unpaid Parental Leave will be reduced by the amount of concurrent leave taken by the Employee’s spouse or de facto partner.</p> <p>4. Unpaid Special Maternity Leave</p> <p>4.1 A pregnant Employee who has complied with all evidence and notice requirements is entitled to a period of Unpaid Special Maternity Leave if she is not fit for work due to:</p> <ul style="list-style-type: none"> (a) a pregnancy-related illness; or (b) the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child. <p>5. Unpaid Pre-Adoption Leave</p> <p>5.1 An Employee who has complied with all evidence and notice requirements is entitled to up to five (5) days of Unpaid Pre-Adoption Leave to attend any interviews or examination required in order to obtain approval for the adoption.</p> <p>5.2 An Employee who has received approval to adopt a child who is overseas is entitled to such unpaid leave as is reasonably required by the Employee to obtain custody of the child.</p> <p>5.3 The Employee is not entitled to Unpaid Pre-Adoption Leave if the Employee could take some other form of leave and is directed to do so by the Employer.</p> <p>6. Transfer to a Safe Job</p> <p>6.1 If a pregnant Employee provides the Employer with a medical certificate that states that she is fit for work but that it is inadvisable for her to continue in her present position because of illness or risks arising out of her pregnancy, or hazards connected with the position the Employee must be transferred to an appropriate safe job in accordance with the NES.</p> |
|--|---|--|

| | | |
|--|--|--|
| | <p>(b) is an exception to the rules about when the employee’s period of unpaid parental leave must start (see subsection (3) or (4)). Note: The concurrent leave is unpaid parental leave and so comes out of the employee’s entitlement to 12 months of unpaid parental leave under section 70.</p> <p>[s 73] Pregnant employee may be required to take unpaid parental leave within 6 weeks before the birth <i>Employer may ask employee to provide a medical certificate</i> (1) If a pregnant employee who is entitled to unpaid parental leave (whether or not she has complied with section 74) continues to work during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate containing the following statements (as applicable): (a) a statement of whether the employee is fit for work; (b) if the employee is fit for work—a statement of whether it is inadvisable for the employee to continue in her present position during a stated period because of: (i) illness, or risks, arising out of the employee’s pregnancy; or (ii) hazards connected with the position. Note: Personal information given to an employer under this subsection may be regulated under the <i>Privacy Act 1988</i>.</p> <p><i>Employer may require employee to take unpaid parental leave</i> (2) The employer may require the employee to take a period of unpaid parental leave (the period of leave) as soon as practicable if: (a) the employee does not give the employer the requested certificate within 7 days after the request; or (b) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is not fit for work; or (c) the following subparagraphs are satisfied: (i) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is fit for work, but that it is inadvisable for the employee to continue in her present position for a stated period for a reason referred to in subparagraph (1)(b)(i) or (ii); (ii) section 81 does not apply to the employee. Note: If the medical certificate contains a statement as referred to in subparagraph (c)(i) and the employee has complied with the notice and evidence requirements of section 74, then the employee is entitled to be transferred to a safe job (see section 81) or to paid no safe job leave (see section 81A).</p> <p><i>When the period of leave must end</i> (3) The period of leave must not end later than the earlier of the following: (a) the end of the pregnancy; (b) if the employee has given the employer notice of the taking of a period of leave connected with the birth of the child (whether it is unpaid parental leave or some other kind of leave)—the start date of that leave.</p> <p><i>Special rules about the period of leave</i> (4) The period of leave:</p> | <p>6.2 If there is no appropriate safe job available, the Employee is entitled to take paid no safe job leave in accordance with the NES.</p> <p>6.3 An employee who is entitled to unpaid parental leave and has complied with the notice and evidence requirements is entitled to paid no safe job leave for the risk period which must be paid at the employee’s base rate of pay for the employee’s ordinary hours of work in the risk period.</p> <p>6.4 An employee who is not entitled to unpaid parental leave is entitled to take unpaid no safe job leave.</p> <p>6.5 The paid leave will end at the commencement of unpaid parental leave upon the birth of a child or otherwise in accordance with the NES.</p> <p>7. Variation and Cancellation of Parental Leave</p> <p>7.1 Parental leave may be varied or cancelled in accordance with the NES.</p> <p>8. Return to Work</p> <p>8.1 A permanent Employee or an eligible casual Employee who takes a period of parental leave will be entitled to the position which they held immediately before proceeding on parental leave.</p> <p>8.2 Where such a position is no longer available, but there are other positions available that the Employee is qualified for and is capable of performing, the Employer will return the Employee to a position comparable in status and pay to that of the Employee’s former position.</p> <p>8.3 The Employee may be required to relocate to a store other than the store they were located in prior to their parental leave. The proximity of the new location to the Employee’s home will be taken into consideration.</p> <p>8.4 An Employer must not fail to re-engage a casual Employee because: (a) the Employee or Employee’s spouse or de facto partner is pregnant or adopting a child; or (b) the Employee is or has been immediately absent on parental leave.</p> <p>8.5 The rights of an Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.</p> <p>9. Part-Time Work</p> |
|--|--|--|

| | | |
|--|--|---|
| | <p>(a) is an exception to the rule that the employee must take her unpaid parental leave in a single continuous period (see subsection 71(2) or 72(2)); and</p> <p>(b) is an exception to the rules about when the employee's period of unpaid parental leave must start (see subsections 71(3) and (6), or subsection 72(3)).</p> <p>Note: The period of leave is unpaid parental leave and so comes out of the employee's entitlement to 12 months of unpaid parental leave under section 70.</p> <p>(5) The employee is not required to comply with section 74 in relation to the period of leave.</p> <p>[s 74] Employee must comply with notice and evidence requirements</p> <p><i>Notice</i></p> <p>(1) An employee must give his or her employer written notice of the taking of unpaid parental leave under section 71 or 72 by the employee.</p> <p>(2) The employee must give the notice to the employer:</p> <p>(a) at least:</p> <p>(i) 10 weeks before starting the leave, unless subparagraph (ii) applies; or</p> <p>(ii) if the leave is to be taken in separate periods of concurrent leave (see paragraph 72(5)(b)) and the leave is not the first of those periods of concurrent leave-- 4 weeks before starting the period of concurrent leave; or</p> <p>(b) if that is not practicable--as soon as practicable (which may be a time after the leave has started).</p> <p>(3) The notice must specify the intended start and end dates of the leave.</p> <p><i>Confirmation or change of intended start and end dates</i></p> <p>(4) At least 4 weeks before the intended start date specified in the notice given under subsection (1), the employee must:</p> <p>(a) confirm the intended start and end dates of the leave; or</p> <p>(b) advise the employer of any changes to the intended start and end dates of the leave; unless it is not practicable to do so.</p> <p>(4A) Subsection (4) does not apply to a notice for a period of concurrent leave referred to in subparagraph (2)(a)(ii).</p> <p><i>Evidence</i></p> <p>(5) An employee who has given his or her employer notice of the taking of unpaid parental leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person:</p> <p>(a) if the leave is birth-related leave--of the date of birth, or the expected date of birth, of the child; or</p> <p>(b) if the leave is adoption-related leave:</p> <p>(i) of the day of placement, or the expected day of placement, of the child; and</p> <p>(ii) that the child is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child.</p> <p>(6) Without limiting subsection (5), an employer may require the evidence referred to in paragraph (5)(a) to be a medical certificate.</p> | <p>9.1 In this subsection, unless the contrary intention appears:</p> <p>(a) 'Former position' means the position held by an Employee immediately before commencing leave or part-time employment under this section, whichever first occurs, or, if such position no longer exists but there are other positions available for which the Employee is qualified and the duties of which he or she is capable of performing, a position as nearly as possible comparable in status and pay to that of the position first mentioned in this definition;</p> <p>(b) 'Part-time work' means work of a lesser number of hours than constitutes full-time work under this Agreement, but does not include casual or temporary work.</p> <p>9.2 An Employee may, with the agreement of the Employer, work part-time during one or more periods:</p> <p>(a) during a pregnancy of the Employee;</p> <p>(b) at any time from the seventh week after the Employee has given birth to a child until the child's second birthday;</p> <p>(c) at any time from the date of placement of a child with the Employee for adoption until the second anniversary of the date of placement; or</p> <p>(d) any time after the Employee's spouse or de facto partner has given birth to a child until the child's second birthday.</p> <p>9.3 An Employee may work part-time under this section despite any other provision of this Agreement, which limits or restricts the circumstances in which part-time work may be worked or the terms upon which it may be worked, including provisions:</p> <p>(a) limiting the number of Employees who may work part-time,</p> <p>(b) establishing quotas as to the ratio of part-time to full-time Employees, or</p> <p>(c) prescribing a minimum or maximum number of hours a part-time Employee may work.</p> <p>Note: An Employee in receipt of payments under the Australian Government's Parental Leave Pay Program may risk losing eligibility for such payments by working while on parental leave, and should make enquiries with the Government before deciding to perform like</p> <p>10. Effect of Part-Time Work on Employment</p> |
|--|--|---|

| | | |
|--|--|--|
| | <p><i>Compliance</i> (7) An employee is not entitled to take unpaid parental leave under section 71 or 72 unless the employee complies with this section. Note: Personal information given to an employer under this section may be regulated under the <i>Privacy Act 1988</i>.</p> <p>[s 75] Extending period of unpaid parental leave—extending to use more of available parental leave period <i>Application of this section</i> (1) This section applies if: (a) an employee has, in accordance with section 74, given notice of the taking of a period of unpaid parental leave (the original leave period); and (b) the original leave period is less than the employee’s available parental leave period; and (c) the original leave period has started.</p> <p>(2) The employee’s available parental leave period is 12 months, less any periods of the following kinds: (a) a period of concurrent leave that the employee has taken in accordance with subsection 72(5); (b) a period of unpaid parental leave that the employee has been required to take under subsection 73(2) or 82(2); (c) a period by which the employee’s entitlement to unpaid parental leave is reduced under paragraph 76(6)(c).</p> <p><i>First extension by giving notice to employer</i> (3) The employee may extend the period of unpaid parental leave by giving his or her employer written notice of the extension at least 4 weeks before the end date of the original leave period. The notice must specify the new end date for the leave.</p> <p>(4) Only one extension is permitted under subsection (3).</p> <p><i>Further extensions by agreement with employer</i> (5) If the employer agrees, the employee may further extend the period of unpaid parental leave one or more times.</p> <p><i>No entitlement to extension beyond available parental leave period</i> (6) The employee is not entitled under this section to extend the period of unpaid parental leave beyond the employee’s available parental leave period.</p> <p>[s 76] Extending period of unpaid parental leave—extending for up to 12 months beyond available parental leave period <i>Employee may request further period of leave</i> (1) An employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period. Note: Extended periods of unpaid parental leave can include keeping in touch days on which an employee performs work (see section 79A).</p> | <p>10.1 Part-time work under this section does not break the continuity of service of an Employee.</p> <p>11. Part-Time Work Agreement</p> <p>11.1 Before commencing part-time work under this section, the Employer and the Employee must agree in writing:</p> <ul style="list-style-type: none"> (a) that the Employee may work part-time; (b) the hours to be worked by the Employee, the days on which they will be worked and commencing times; (c) that, subject to this section, all entitlements will apply pro-rata for the period of part-time work; (d) the classification that will apply to the work to be performed; and (e) whether the Employee has a right to return to the former position of full-time work. |
|--|--|--|

Making the request

(2) The request must be in writing, and must be given to the employer at least 4 weeks before the end of the available parental leave period.

Agreeing to the requested extension

(3) The employer must give the employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.

(4) The employer may refuse the request only on reasonable business grounds.

(5) If the employer refuses the request, the written response under subsection (3) must include details of the reasons for the refusal.

Discussion

(5A) The employer must not refuse the request unless the employer has given the employee a reasonable opportunity to discuss the request.

Special rules for employee couples

(6) The following paragraphs apply in relation to a member of an employee couple extending a period of unpaid parental leave in relation to a child under this section:

(a) the request must specify any amount of unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;

(b) the period of the extension cannot exceed 12 months, less any period of unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;

(c) the amount of unpaid parental leave to which the other member of the employee couple is entitled under section 70 in relation to the child is reduced by the period of the extension.

No extension beyond 24 months after birth or placement

(7) Despite any other provision of this Division, the employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.

[s 77] Reducing period of unpaid parental leave

If the employer agrees, an employee whose period of unpaid parental leave has started may reduce the period of unpaid parental leave he or she takes.

[s 77A] Pregnancy ends (other than by birth of a living child) or child born alive dies

Application of this section

(1) This section applies to unpaid parental leave, if:

(a) the leave is birth-related leave; and

(b) either:

(i) the pregnancy ends other than by the child being born alive; or

(ii) the child dies after being born.

Cancellation of leave

(2) Before the leave starts:

- (a) the employee may give the employer written notice cancelling the leave; or
- (b) the employer may give the employee written notice cancelling the leave.

(3) If the employee or employer does so, the employee is not entitled to unpaid parental leave in relation to the child.

Return to work

(4) The employee may give the employer written notice that the employee wishes to return to work:

- (a) after the start of the period of leave, but before its end; and
- (b) within 4 weeks after the employer receives the notice.

(5) The employer:

- (a) may give the employee written notice requiring the employee to return to work on a specified day; and
- (b) must do so if the employee gives the employer written notice under subsection (4); unless the leave has not started and the employer cancels it under subsection (2).

(6) The specified day must be after the start of the period of leave, and:

- (a) if subsection (4) applies—within 4 weeks after the employer receives the notice under that subsection; or
- (b) otherwise—at least 6 weeks after the notice is given to the employee under subsection (5).

(7) The employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

Interaction with section 77

(8) This section does not limit section 77 (which deals with the employee ending the period of unpaid parental leave with the agreement of the employer).

[s 78] Employee who ceases to have responsibility for care of child

(1) This section applies to an employee who has taken unpaid parental leave in relation to a child if the employee ceases to have any responsibility for the care of the child.

(1A) However, this section does not apply if section 77A applies to the unpaid parental leave (because the unpaid parental leave is birth-related leave and either the pregnancy ends other than by the child being born alive or the child dies after being born).

(2) The employer may give the employee written notice requiring the employee to return to work on a specified day.

(3) The specified day:

- (a) must be at least 4 weeks after the notice is given to the employee; and

(b) if the leave is birth-related leave taken by a female employee who has given birth—must not be earlier than 6 weeks after the date of birth of the child.

(4) The employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

[s 79] Interaction with paid leave

(1) This Subdivision (except for subsections (2) and (3)) does not prevent an employee from taking any other kind of paid leave while he or she is taking unpaid parental leave. If the employee does so, the taking of that other paid leave does not break the continuity of the period of unpaid parental leave.

Note: For example, if the employee has paid annual leave available, he or she may (with the employer's agreement) take some or all of that paid annual leave at the same time as the unpaid parental leave.

(2) An employee is not entitled to take paid personal/carer's leave or compassionate leave while he or she is taking unpaid parental leave.

(3) An employee is not entitled to any payment under Division 8 (which deals with community service leave) in relation to activities the employee engages in while taking unpaid parental leave.

[s 79A] Keeping in touch days

(1) This Subdivision does not prevent an employee from performing work for his or her employer on a keeping in touch day while he or she is taking unpaid parental leave. If the employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.

(2) A day on which the employee performs work for the employer during the period of leave is a **keeping in touch day** if:

(a) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and

(b) both the employee and the employer consent to the employee performing work for the employer on that day; and

(c) the day is not within:

(i) if the employee suggested or requested that he or she perform work for the employer on that day—14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or

(ii) otherwise—42 days after the date of birth, or day of placement, of the child; and

(d) the employee has not already performed work for the employer or another entity on 10 days during the period of leave that were keeping in touch days.

The duration of the work the employee performs on that day is not relevant for the purposes of this subsection.

Note: The employer will be obliged, under the relevant contract of employment or industrial instrument, to pay the employee for performing work on a keeping in touch day.

(3) The employee's decision whether to give the consent mentioned in paragraph (2)(b) is taken, for the purposes of section 344 (which deals with undue influence or pressure), to be a decision to make, or not make, an arrangement under the National Employment Standards.

(4) For the purposes of paragraph (2)(d), treat as 2 separate periods of unpaid parental leave:

- (a) a period of unpaid parental leave taken during the employee's available parental leave period; and
- (b) a period of unpaid parental leave taken as an extension of the leave referred to in paragraph (a) for a further period immediately following the end of the available parental leave period.

[s 79B] Unpaid parental leave not extended by paid leave or keeping in touch days

If, during a period of unpaid parental leave, an employee:

- (a) takes paid leave; or
 - (b) performs work for his or her employer on a keeping in touch day;
- taking that leave or performing that work does not have the effect of extending the period of unpaid parental leave.

[s 80] Unpaid special maternity leave

Entitlement to unpaid special maternity leave

(1) A female employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:

- (a) she has a pregnancy-related illness; or
- (b) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

Notice and evidence

(2) An employee must give her employer notice of the taking of unpaid special maternity leave by the employee.

(3) The notice:

- (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (b) must advise the employer of the period, or expected period, of the leave.

(4) An employee who has given her employer notice of the taking of unpaid special maternity leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in subsection (1).

(5) Without limiting subsection (4), an employer may require the evidence referred to in that subsection to be a medical certificate.

(6) An employee is not entitled to take unpaid special maternity leave unless the employee complies with subsections (2) to (4).

[s 81] Transfer to a safe job

(1) This section applies to a pregnant employee if she gives her employer evidence that would satisfy a reasonable person that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (the **risk period**) because of:

- (a) illness, or risks, arising out of her pregnancy; or
- (b) hazards connected with that position.

(2) If there is an appropriate safe job available, then the employer must transfer the employee to that job for the risk period, with no other change to the employee's terms and conditions of employment.

(3) An **appropriate safe job** is a safe job that has:

- (a) the same ordinary hours of work as the employee's present position; or
- (b) a different number of ordinary hours agreed to by the employee.

(4) If the employee is transferred to an appropriate safe job for the risk period, the employer must pay the employee for the safe job at the employee's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.

(5) If the employee's pregnancy ends before the end of the risk period, the **risk period** ends when the pregnancy ends.

(6) Without limiting subsection (1), an employer may require the evidence to be a medical certificate.

[s 81A] Paid no safe job leave

(1) If:

- (a) section 81 applies to a pregnant employee but there is no appropriate safe job available; and
 - (b) the employee is entitled to unpaid parental leave; and
 - (c) the employee has complied with the notice and evidence requirements of section 74 for taking unpaid parental leave;
- then the employee is entitled to paid no safe job leave for the risk period.

(2) If the employee takes paid no safe job leave for the risk period, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the risk period.

[s 82] Employee on paid no safe job leave may be asked to provide a further medical certificate

Employer may ask employee to provide a medical certificate

(1) If an employee is on paid no safe job leave during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate stating whether the employee is fit for work.

Employer may require employee to take unpaid parental leave

(2) The employer may require the employee to take a period of unpaid parental leave (the **period of leave**) as soon as practicable if:

- (a) the employee does not give the employer the requested certificate within 7 days after the request; or
- (b) within 7 days after the request, the employee gives the employer a certificate stating that the employee is not fit for work.

Entitlement to paid no safe job leave ends

(3) When the period of leave starts, the employee's entitlement to paid no safe job leave ends.

(4) Subsections 73(3), (4) and (5) apply to the period of leave.

[s 82A] Unpaid no safe job leave

(1) If:

- (a) section 81 applies to a pregnant employee but there is no appropriate safe job available; and
 - (b) the employee is not entitled to unpaid parental leave; and
 - (c) if required by the employer—the employee has given the employer evidence that would satisfy a reasonable person of the pregnancy;
- then the employee is entitled to unpaid no safe job leave for the risk period.

(2) Without limiting subsection (1), an employer may require the evidence referred to in paragraph (1)(c) to be a medical certificate.

[s 83] Consultation with employee on unpaid parental leave

(1) If:

- (a) an employee is on unpaid parental leave; and
 - (b) the employee's employer makes a decision that will have a significant effect on the status, pay or location of the employee's pre-parental leave position;
- the employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.

(2) The employee's *pre-parental leave position* is:

- (a) unless paragraph (b) applies, the position the employee held before starting the unpaid parental leave; or
- (b) if, before starting the unpaid parental leave, the employee:
 - (i) was transferred to a safe job because of her pregnancy; or
 - (ii) reduced her working hours due to her pregnancy;the position the employee held immediately before that transfer or reduction.

[s 84] Return to work guarantee

On ending unpaid parental leave, an employee is entitled to return to:

- (a) the employee's pre-parental leave position; or
- (b) if that position no longer exists—an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

[s 84A] Replacement employees

Before an employer engages an employee to perform the work of another employee who is going to take, or is taking, unpaid parental leave, the employer must notify the replacement employee:

- (a) that the engagement to perform that work is temporary; and
- (b) of the rights:
 - (i) the employer; and
 - (ii) the employee taking unpaid parental leave; have under subsections 77A(2) and (3) (which provide a right to cancel the leave if the pregnancy ends other than by the birth of a living child or if the child dies after birth); and
- (c) of the rights the employee taking unpaid parental leave has under:
 - (i) subsections 77A(4) to (6) (which provide a right to end the leave early if the pregnancy ends other than by the birth of a living child or if the child dies after birth); and
 - (ii) section 84 (which deals with the return to work guarantee); and
- (d) of the effect of section 78 (which provides the employer with a right to require the employee taking unpaid parental leave to return to work if the employee ceases to have any responsibility for the care of the child).

[s 85] Unpaid pre-adoption leave

Entitlement to unpaid pre-adoption leave

- (1) An employee is entitled to up to 2 days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.
- (2) However, an employee is not entitled to take a period of unpaid pre-adoption leave if:
- (a) the employee could instead take some other form of leave; and
 - (b) the employer directs the employee to take that other form of leave.
- (3) An employee who is entitled to a period of unpaid pre-adoption leave is entitled to take the leave as:
- (a) a single continuous period of up to 2 days; or
 - (b) any separate periods to which the employee and the employer agree.
- Notice and evidence*
- (4) An employee must give his or her employer notice of the taking of unpaid pre-adoption leave by the employee.
- (5) The notice:
- (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
 - (b) must advise the employer of the period, or expected period, of the leave.
- (6) An employee who has given his or her employer notice of the taking of unpaid pre-adoption leave must, if required by the employer, give the employer evidence that

| | | |
|----------------------------------|--|--|
| | <p>would satisfy a reasonable person that the leave is taken to attend an interview or examination as referred to in subsection (1).</p> <p>(7) An employee is not entitled to take unpaid pre-adoption leave unless the employee complies with subsections (4) to (6).</p> | |
| <p>Long service leave</p> | <p>[s 113] Entitlement to long service leave <i>Entitlement in accordance with applicable award-derived long service leave terms</i></p> <p>(1) If there are applicable award-derived long service leave terms (see subsection (3)) in relation to an employee, the employee is entitled to long service leave in accordance with those terms.</p> <p>(2) However, subsection (1) does not apply if:</p> <p>(a) a workplace agreement, or an AWA, that came into operation before the commencement of this Part applies to the employee; or</p> <p>(b) one of the following kinds of instrument that came into operation before the commencement of this Part applies to the employee and expressly deals with long service leave:</p> <ul style="list-style-type: none"> (i) an enterprise agreement; (ii) a preserved State agreement; (iii) a workplace determination; (iv) a pre-reform certified agreement; (v) a pre-reform AWA; (vi) a section 170MX award; (vii) an old IR agreement. <p>(3) Applicable award-derived long service leave terms, in relation to an employee, are:</p> <p>(a) terms of an award, or a State reference transitional award, that (disregarding the effect of any instrument of a kind referred to in subsection (2)):</p> <ul style="list-style-type: none"> (i) would have applied to the employee at the test time (see subsection (3A)) if the employee had, at that time, been in his or her current circumstances of employment; and (ii) would have entitled the employee to long service leave; and <p>(b) any terms of the award, or the State reference transitional award, that are ancillary or incidental to the terms referred to in paragraph (a).</p> <p>(3A) For the purpose of subparagraph (3)(a)(i), the test time is:</p> <p>(a) immediately before the commencement of this Part; or</p> <p>(b) if the employee is a Division 2B State reference employee (as defined in Schedule 2 to the Transitional Act)—immediately before the Division 2B referral commencement (as defined in that Schedule).</p> <p><i>Entitlement in accordance with applicable agreement-derived long service leave terms</i></p> <p>(4) If there are applicable agreement-derived long service leave terms (see subsection (5)) in relation to an employee, the employee is entitled to long service leave in accordance with those terms.</p> | <p>31. LONG SERVICE LEAVE</p> <p>Employees covered by this Agreement are entitled to long service leave in accordance with the long service leave legislation that applies to the Employee in the State or Territory in which the Employee works.</p> |

(5) There are **applicable agreement-derived long service leave terms**, in relation to an employee if:
(a) an order under subsection (6) is in operation in relation to terms of an instrument; and
(b) those terms of the instrument would have applied to the employee immediately before the commencement of this Part if the employee had, at that time, been in his or her current circumstances of employment; and
(c) there are no applicable award-derived long service leave terms in relation to the employee.

(6) If the FWC is satisfied that:
(a) any of the following instruments that was in operation immediately before the commencement of this Part contained terms entitling employees to long service leave:
(i) an enterprise agreement;
(ii) a collective agreement;
(iii) a pre-reform certified agreement;
(iv) an old IR agreement; and
(b) those terms constituted a long service leave scheme that was applying in more than one State or Territory; and
(c) the scheme, considered on an overall basis, is no less beneficial to the employees than the long service leave entitlements that would otherwise apply in relation to the employees under State and Territory laws;
the FWC may, on application by, or on behalf of, a person to whom the instrument applies, make an order that those terms of the instrument (and any terms that are ancillary or incidental to those terms) are applicable agreement-derived long service leave terms.

References to instruments

(7) References in this section to a kind of instrument (other than an enterprise agreement) are references to a transitional instrument of that kind, as continued in existence by Schedule 3 to the Transitional Act.

[s 113A] Enterprise agreements may contain terms discounting service under prior agreements etc. in certain circumstances

(1) This section applies if:
(a) an instrument (the **first instrument**) of one of the following kinds that came into operation before the commencement of this Part applies to an employee on or after the commencement of this Part:
(i) an enterprise agreement;
(ii) a workplace agreement;
(iii) a workplace determination;
(iv) a preserved State agreement;
(v) an AWA;
(vi) a pre-reform certified agreement;
(vii) a pre-reform AWA;
(viii) an old IR agreement;
(ix) a section 170MX award; and
(b) the instrument states that the employee is not entitled to long service leave; and
(c) the instrument ceases, for whatever reason, to apply to the employee; and

| | | |
|--|---|--|
| | <p>(d) immediately after the first instrument ceases to apply, an enterprise agreement (the replacement agreement) starts to apply to the employee.</p> <p>(2) The replacement agreement may include terms to the effect that an employee's service with the employer during a specified period (the excluded period) (being some or all of the period when the first instrument applied to the employee) does not count as service for the purpose of determining whether the employee is qualified for long service leave, or the amount of long service leave to which the employee is entitled, under this Division or under a law of a State or Territory.</p> <p>(3) If the replacement agreement includes terms as permitted by subsection (2), the excluded period does not count, and never again counts, as service for the purpose of determining whether the employee is qualified for long service leave, or the amount of long service leave to which the employee is entitled, under this Division or under a law of a State or Territory, unless a later agreement provides otherwise. This subsection has effect despite sections 27 and 29.</p> <p>(4) References in this section to a kind of instrument (other than an enterprise agreement) are references to a transitional instrument of that kind, as continued in existence by Schedule 3 to the Transitional Act.</p> | |
|--|---|--|